

State of Hawaii  
Department of Health  
Developmental Disabilities Division  
August 17, 2016

**Request for Proposals**  
**RFP No. HTH-501-17-03**  
**Crisis Services - Statewide**

**Note:** *It is the applicant's responsibility to check the public procurement notice website, the request for proposals website, or to contact the RFP point-of-contact identified in the RFP for any addenda issued to this RFP. The State shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments or other information regarding the RFP.*

**REQUEST FOR PROPOSALS  
CRISIS SERVICES - STATEWIDE  
RFP No. HTH-501-17-03**

The Hawaii State Department of Health, Developmental Disabilities Division (DDD), is requesting proposals from qualified applicants to provide Crisis Services, statewide for individuals receiving DDD services. This is a multi-term contract solicitation that has been deemed to be in the best interest of the State by the Director of Health. The contract term shall be awarded beginning December 28, 2016, through December 27, 2017, and shall continue unless terminated by the State. The State and the selected Contractor may mutually agree to extend the term of the contract for five (5) additional twelve (12) month periods or portions thereof without the necessity of re-soliciting, upon mutual agreement in writing at least sixty (60) days prior to expiration of the contract. The contract price paid to the Contractor for the extended period shall remain the same or as described in the applicant's proposal.

**SUBMITTAL DEADLINE:**

All proposals mailed through the United States Postal Service (USPS) shall be received by September 16, 2016 to the mail-in address. Hand delivered proposals shall be received no later than September 16, 2016, 2:00 pm Hawaii Standard Time (HST) at the drop-off site.

Proposals received after the designated deadline shall be considered late, and rejected. Deliveries by mail services such as FedEx or the U.S. Postal Service shall be considered hand deliveries, and shall be rejected if received after the submittal deadline. There are no exceptions to this requirement.

**MAIL-IN ADDRESS:**

Hawaii State Department of Health  
Developmental Disabilities Division  
ATTN: Vanessa Lau  
P.O. Box 3378  
Honolulu, Hawaii 96801-3378

**HAND DELIVERY (DROP OFF) SITE:**

Hawaii State Department of Health  
Developmental Disabilities Division  
1250 Punchbowl Street, Room 463  
Honolulu, Hawaii 96813

The Developmental Disabilities Division will conduct an orientation on August 26, 2016 from 3:00 pm to 4:00 pm HST, at 3627 Kilauea Avenue, Room 104, Honolulu, Hawaii. All prospective applicants are encouraged to attend the orientation. The deadline for submission of written questions is 2:00 p.m., HST, on August 31, 2016. All written questions will receive a written response from the State on or about September 6, 2016.

Any inquiries and requests regarding this RFP should be directed to:

Vanessa Lau  
1250 Punchbowl Street, Room 463  
Honolulu, Hawaii 96813  
(808) 586-5840  
[Vanessa.Y.Lau@doh.hawaii.gov](mailto:Vanessa.Y.Lau@doh.hawaii.gov)

## PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

**NUMBER OF COPIES TO BE SUBMITTED: Ten (10) hard printed copies and one (1) electronic version on a CD**

### Mail-in Address

Hawaii State Department of Health  
Developmental Disabilities Division

ATTN: Vanessa Lau  
P.O. Box 3378  
Honolulu, Hawaii 96801-3378

### RFP COORDINATOR

Vanessa Lau  
(808) 586-5840  
(808) 586-5844  
[Vanessa.Y.Lau@doh.hawaii.gov](mailto:Vanessa.Y.Lau@doh.hawaii.gov)  
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ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITE UNTIL **2:00 P.M., Hawaii Standard Time (HST), September 16, 2016.** **In-person deliveries** by mail services such as FedEx or the U.S. Postal Service shall be considered hand deliveries. Hand deliveries shall not be accepted if received after 2:00 p.m., September 16, 2016.

### Drop-off Site

Hawaii State Department of Health  
Developmental Disabilities Division  
1250 Punchbowl Street, Room 463  
Honolulu, Hawaii 96813

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# **Section 1**

## **Administrative Overview**



## Section 1 Administrative Overview

**Applicants are encouraged to read each section of the RFP thoroughly. While sections such as the administrative overview may appear similar among RFPs, state purchasing agencies may add additional information as applicable. It is the responsibility of the applicant to understand the requirements of *each* RFP.**

### 1.1 Procurement Timetable

**Note that the procurement timetable represents the State's best estimated schedule. If an activity on this schedule is delayed, the rest of the schedule will likely be shifted by the same number of days. Contract start dates may be subject to the issuance of a notice to proceed.**

<u>Activity</u>	<u>Scheduled Date</u>
Release of Request for Proposals (RFP)	August 17, 2016
RFP orientation session	August 26, 2016
Closing date for submission of written questions for written responses	August 31, 2016
State purchasing agency's response to applicants' written questions	September 6, 2016
Proposal submittal deadline	September 16, 2016
Proposal evaluation period	September 19–21, 2016
Discussion with Priority Listed Applicants (if necessary)	September 22, 2016
Best and Final Offer (if necessary) deadline	September 26, 2016
Notice of Award	September 27, 2016
Contract start date	December 28, 2016

## 1.2 Website Reference

	Item	Website
1	Procurement of Health and Human Services	<a href="http://spo.hawaii.gov/for-vendors/vendor-guide/methods-of-procurement/health-human-services/competitive-purchase-of-services-procurement-method/cost-principles-table-hrs-chapter-103f-2/">http://spo.hawaii.gov/for-vendors/vendor-guide/methods-of-procurement/health-human-services/competitive-purchase-of-services-procurement-method/cost-principles-table-hrs-chapter-103f-2/</a>
2	RFP website	<a href="http://hawaii.gov/spo2/health/rfp103f/">http://hawaii.gov/spo2/health/rfp103f/</a>
3	Hawaii Revised Statutes (HRS) and Hawaii Administrative Rules (HAR) for Purchases of Health and Human Services	<a href="http://spo.hawaii.gov">http://spo.hawaii.gov</a> Click on the “References” tab.
4	General Conditions, AG-103F13	<a href="http://hawaii.gov/forms/internal/department-of-the-attorney-general/ag-103f13-1/view">http://hawaii.gov/forms/internal/department-of-the-attorney-general/ag-103f13-1/view</a>
5	Forms	<a href="http://spo.hawaii.gov">http://spo.hawaii.gov</a> Click on the “Forms” tab.
6	Cost Principles	<a href="http://spo.hawaii.gov">http://spo.hawaii.gov</a> Search: Keywords “Cost Principles”
7	Protest Forms/Procedures	<a href="http://spo.hawaii.gov/for-vendors/vendor-guide/protests-for-health-and-human-services/">http://spo.hawaii.gov/for-vendors/vendor-guide/protests-for-health-and-human-services/</a>
8	Hawaii Compliance Express (HCE)	<a href="http://spo.hawaii.gov/hce/">http://spo.hawaii.gov/hce/</a>
9	Hawaii Revised Statutes	<a href="http://capitol.hawaii.gov/hrscurrent">http://capitol.hawaii.gov/hrscurrent</a>
10	Department of Taxation	<a href="http://tax.hawaii.gov">http://tax.hawaii.gov</a>
11	Department of Labor and Industrial Relations	<a href="http://labor.hawaii.gov">http://labor.hawaii.gov</a>
12	Department of Commerce and Consumer Affairs, Business Registration	<a href="http://cca.hawaii.gov">http://cca.hawaii.gov</a> click “Business Registration”
13	Campaign Spending Commission	<a href="http://ags.hawaii.gov/campaign/">http://ags.hawaii.gov/campaign/</a>
14	Internal Revenue Service	<a href="http://www.irs.gov/">http://www.irs.gov/</a>
<b>(Please note: website addresses may change from time to time. If a State link is not active, try the State of Hawaii website at <a href="http://hawaii.gov">http://hawaii.gov</a>)</b>		

## 1.3 Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS) Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

Applicants are advised that the entire RFP, appendices, amendments, memorandum, written responses to questions and answers, and the corresponding proposal shall be a part of the contract with the successful applicant.

## 1.4 RFP Organization

This RFP is organized into five sections:

**Section 1, Administrative Overview:** Provides applicants with an overview of the procurement process.

**Section 2, Service Specifications:** Provides applicants with a general description of the tasks to be performed, delineates PROVIDER responsibilities, and defines deliverables (as applicable).

**Section 3, Proposal Application Instructions:** Describes the required format and content for the proposal application.

**Section 4, Proposal Evaluation:** Describes how proposals will be evaluated by the state purchasing agency.

**Section 5, Attachments:** Provides applicants with information and forms necessary to complete the application.

## 1.5 Contracting Office

The Contracting Office is responsible for overseeing the contract(s) resulting from this RFP, including system operations, fiscal agent operations, and monitoring and assessing PROVIDER performance. The Contracting Office is:

Department of Health  
Developmental Disabilities Division's Fiscal Office  
1250 Punchbowl Street, Room 463  
Honolulu, Hawaii 96813  
(808) 586-5840  
Fax: (808) 586-5844

## 1.6 RFP Point-of-Contact

From the release date of this RFP until the selection of the successful PROVIDER(s), any inquiries and requests shall be directed to the sole point-of-contact identified below.

Vanessa Lau  
(808) 586-5840  
[Vanessa.Y.Lau@doh.hawaii.gov](mailto:Vanessa.Y.Lau@doh.hawaii.gov)

## 1.7 Orientation

An orientation for applicants in reference to the request for proposals will be held as follows:

<b>Date:</b>	<b>August 26, 2016</b>	<b>Time:</b>	<b>3:00 pm</b>
<b>Location:</b>	<b>Department of Health, Developmental Disabilities Division</b> <b>3627 Kilauea Avenue</b> <b>First Floor Conference Room 104</b> <b>Honolulu, Hawaii 96816</b>		

Teleconferencing capability will be provided for interested out-of-state and neighbor island organizations/agencies. Please call (808) 733-9303 for more information.

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted at the orientation and spontaneous answers provided at the state purchasing agency's discretion. However, answers provided at the orientation are only intended as general direction and may not represent the state purchasing agency's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the orientation, but no later than the submittal deadline for written questions indicated in the subsection 1.8, Submission of Questions.

## 1.8 Submission of Questions

Applicants may submit questions to the RFP point-of-contact identified in Section 1.6. Written questions should be received by the date and time specified in Section 1.1 Procurement Timetable. The purchasing agency will respond to written questions by way of an addendum to the RFP.

Deadline for submission of written questions:

**Date:** August 31, 2016 **Time:** 2:00 pm HST

State agency responses to applicant written questions will be provided by:

**Date:** September 6, 2016

## 1.9 Submission of Proposals

- A. **Forms/Formats** - Forms, with the exception of program specific requirements, may be found on the State Procurement Office website referred to in Section 1.2, Website Reference. Refer to Section 5, Attachments, "Proposal Application Checklist" for the location of program specific forms.
1. **Proposal Application Identification (Form SPOH200)**. Provides applicant proposal identification.
  2. **Proposal Application Checklist**. The checklist provides applicants specific program requirements, reference and location of required RFP proposal forms, and the order in which all proposal components should be collated and submitted to the state purchasing agency. The Proposal Application Checklist is in Section 5, Attachments.
  3. **Table of Contents**. A sample table of contents for proposals is located in Section 5, Attachments. This is a sample and meant as a guide. The table of contents may vary depending on the RFP.
  4. **Proposal Application (Form SPOH-200A)**. Applicant shall submit comprehensive narratives that address all proposal requirements specified in Section 3, Proposal Application Instructions, including a cost proposal/budget.

- B. **Program Specific Requirements.** Program specific requirements are included in Sections 2 and 3, as applicable. Required Federal and/or State certifications are listed on the Proposal Application Checklist in Section 5, Attachments.
- C. **Multiple or Alternate Proposals.** Multiple or alternate proposals shall not be accepted.
- D. **Provider Compliance.** The term “PROVIDER” in this RFP No. HTH-501-17-03 refers to the applicant selected to contract for Crisis Services.

The PROVIDER shall comply with all laws governing entities doing business in the State.

- **Tax Clearance.** Pursuant to HRS §103-53, as a prerequisite to entering into contracts of \$25,000 or more, PROVIDERS are required to have a tax clearance from the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). Refer to Section 1.2, Website Reference for DOTAX and IRS website address.
- **Labor Law Compliance.** Pursuant to HRS §103-55, PROVIDERS shall be in compliance with all applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety. Refer to Section 1.2, Website Reference for the Department of Labor and Industrial Relations (DLIR) website address.
- **Business Registration.** Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations, unincorporated associations and foreign insurance companies shall be registered and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. Refer to Section 1.2, Website Reference for DCCA website address.

PROVIDERS may register with Hawaii Compliance Express (HCE) for online compliance verification from the DOTAX, IRS, DLIR, and DCCA. There is a nominal annual registration fee (currently \$12) for the service. The HCE's online “Certificate of Vendor Compliance” provides the registered PROVIDER's current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes. Refer to Section 1.2, Website Reference, for HCE's website address.

PROVIDERS not utilizing the HCE to demonstrate compliance shall provide paper certificates to the purchasing agency. All applications for applicable clearances are the responsibility of the PROVIDERS. All certificates must be valid on the date it is received by the purchasing agency. The tax clearance certificate shall have an original green certified copy stamp and shall be valid for six months from the most recent approval stamp date on the certificate. The DLIR certificate is valid for six months from the date of issue. The DCCA certificate of good standing is valid for six months from date of issue.

- E. **Wages Law Compliance.** If applicable, by submitting a proposal, the applicant certifies that the applicant is in compliance with HRS §103-55, Wages, hours, and working conditions of employees of contractors performing services. Refer to Section 1.2, Website Reference for statutes and DLIR website address.
- F. **Campaign Contributions by State and County Contractors.** HRS §11-355 prohibits campaign contributions from certain State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. Refer to Section 1.2, Website Reference for statutes and Campaign Spending Commission website address.
- G. **Confidential Information.** If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

All proposals become the property of the State of Hawaii. The successful proposal shall be incorporated into the resulting contract and shall be public record. The State of Hawaii shall have the right to use all ideas, or adaptations to those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal shall not affect this right.

*Note that price is not considered confidential and will not be withheld.*

- H. **Proposal Submittal.** All mail-ins shall be received by the State purchasing agency no later than the submittal deadline indicated on the attached Proposal Mail-in and Delivery Information Sheet, or as amended. All hand deliveries shall be received by the State purchasing agency by the date and time designated on the Proposal Mail-In and Delivery Information Sheet, or as amended. Proposals shall be rejected if received after the designated date and time.

The number of copies required is located on the Proposal Mail-In and Delivery Information Sheet. In-person deliveries by private mail services such as FEDEX or the U.S. Postal Service shall be considered hand deliveries and shall be rejected if received after the submittal deadline.

Faxed proposals and/or submission of proposals on diskette/CD or transmission by e-mail, website, or other electronic means are not permitted.

Proposal Forms:

- To be considered responsive, the Applicant's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the

terms and conditions provided in the RFP or in any subsequent addendum may be rejected without further consideration.

- Offer Form, OF-1 (Section 5, Attachment H) is required to be completed using Applicant's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Offer Form, OF-1. Failure to do so may delay proper execution of the contract. The Applicant's authorized signature on the Offer Form, OF-1 shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate Applicant's intent to be bound.
- Pricing shall be submitted on Offer Form OF-2 (Section 5, Attachment H). The price shall be the all-inclusive cost, including the GET, to the State. No other costs will be honored. Any unit prices shall be inclusive.

Proposal Contents:

Proposals must:

- Include a transmittal letter to confirm that the Applicant shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
- Include a signed Offer Form OF-1 with the complete name and address of Applicant's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Applicant's proposal.
- If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating the general scope of work to be performed by the subcontractor; and the subcontractor's willingness to perform the specified work.
- Provide all of the information requested in this RFP in the order specified.
- Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.

## **1.10 Discussions with Applicants**

The State may invite applicants who submitted the priority listed top three proposals to ensure mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in Section 1.1 of this RFP, *Procurement Timetable*. The State may also conduct discussions with priority listed applicants to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary.

## **1.11 Opening of Proposals**

Upon the state purchasing agency's receipt of a proposal at a designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped, and when possible, time-stamped. All documents so received shall be held in a

secure place by the state purchasing agency and not examined for evaluation purposes until the submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties.

## **1.12 Additional Materials and Documentation**

Upon request from the state purchasing agency, each applicant shall submit additional materials and documentation reasonably required by the state purchasing agency in its evaluation of the proposals.

The DDD reserves the right to conduct an on-site visit to verify the appropriateness and adequacy of the applicant's proposal before the award of the contract.

## **1.13 RFP Amendments**

The State reserves the right to amend this RFP at any time prior to the closing date for final revised proposals.

## **1.14 Best and Final Offer**

If the State determines a best and final offer (BAFO) is necessary, the State shall request a BAFO from the Applicant with a specified due date. The Applicant shall submit its BAFO in compliance with the due date; and any BAFO received after the deadline, or not submitted, shall not be considered.

## **1.15 Cancellation of Request for Proposals**

The RFP may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interest of the State.

## **1.16 Costs for Proposal Preparation**

Any costs incurred by applicants in preparing or submitting a proposal are the applicants' sole responsibility.

## **1.17 Provider Participation in Planning**

Provider(s), awarded a contract resulting from this RFP,

☐ are required

☒ are not required

to participate in the purchasing agency's future development of a service delivery plan pursuant to HRS §103F-203.

PROVIDER participation in a state purchasing agency's efforts to plan for or to purchase health and human services prior to the release of a RFP, including the sharing of information on community needs, best practices, and PROVIDERS' resources, shall not



disqualify PROVIDERS from submitting proposals, if conducted in accordance with HAR §§3-142-202 and 3-142-203.

## **1.18 Rejection of Proposals**

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons:

- (1) Rejection for failure to cooperate or deal in good faith. (HAR §3-141-201);
- (2) Rejection for inadequate accounting system. (HAR §3-141-202);
- (3) Late proposals (HAR §3-143-603);
- (4) Inadequate response to request for proposals (HAR §3-143-609);
- (5) Proposal not responsive (HAR §3-143-610(a)(1)); or
- (6) Applicant not responsible (HAR §3-143-610(a)(2)).

## **1.19 Notice of Award**

A statement of findings and decision shall be provided to each responsive and responsible applicant by mail upon completion of the evaluation of competitive purchase of service proposals.

Any agreement arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order or other directive.

No work is to be undertaken by the PROVIDER(s) awarded a contract prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

Upon receipt and acceptance of the winning proposal, the DDD shall initiate the contracting process. The applicant who has been awarded a contract shall be notified in writing that the DDD intends to contract with the applicant. This letter shall serve as notification that the applicant should begin to develop its programs, materials, policies and procedures for the contract. The DDD will not reimburse applicants for costs incurred related to services not delivered.

The DDD reserves the right to review any applicant's PROVIDER contracts or agreements prior to the notification of award of the contract. Upon award of the contract, the applicant shall submit a plan for implementation of services and shall provide progress/performance reports every two (2) weeks beginning two (2) weeks after the notification of contract award. The format to be used shall be approved by the DDD. The purpose of the report is to ensure that the applicant will be ready to provide services as the implementation date of the contract and that all required elements are in place. If

the applicant is not able to demonstrate readiness to implement the contract the award shall be withdrawn by the DDD and the next qualified applicant shall replace the applicant.

After the award of the contract, prior to implementation, an on-site readiness review will be conducted by a team from the DDD and will examine the applicant's staffing and PROVIDER contracts, fiscal operations, and other areas specified prior to review.

## 1.20 Protests

Pursuant to HRS §103F-501 and HAR Chapter 148, an applicant aggrieved by an award of a contract may file a protest. The Notice of Protest form, SPOH-801, and related forms are available on the SPO website. Refer to Section 1.2, Website Reference for website address. Only the following matters may be protested:

- (1) A state purchasing agency's failure to follow procedures established by Chapter 103F of the Hawaii Revised Statutes;
- (2) A state purchasing agency's failure to follow any rule established by Chapter 103F of the Hawaii Revised Statutes; and
- (3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be postmarked by USPS or hand delivered to 1) the head of the state purchasing agency conducting the protested procurement and 2) the procurement officer who is conducting the procurement (as indicated below) within five working days of the postmark of the Notice of Findings and Decision sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the state purchasing agency.

<b>Head of State Purchasing Agency</b>	<b>Procurement Officer</b>
Name: Virginia Pressler, M.D.	Name: Vanessa Lau
Title: Director of Health	Title: Public Health Administrative Officer
Mailing Address: P.O. Box 3378, Honolulu, Hawaii 96813	Mailing Address: P.O. Box 3378, Honolulu, Hawaii 96813
Business Address: 1250 Punchbowl Street, Honolulu, Hawaii 96813	Business Address: 1250 Punchbowl St., Room 463 Honolulu, Hawaii 96813

## 1.21 Availability of Funds

The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to HRS Chapter 37, and subject to the availability of State and/or Federal funds.

## **1.22 General and Special Conditions of the Contract**

The general conditions that will be imposed contractually are in Section 5, Attachments. Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary. Terms of the special condition may include, but are not limited to, the requirements as outlined in Section 5, Attachments.

The DDD may also be required to make small or major unanticipated modifications to individual contracts. Reasons for such modifications may include, but are not limited to, recommendations made by the DDD's technical assistance consultant, national trends, and needs of the Hawaii State Department of Health.

## **1.23 Cost Principles**

To promote uniform purchasing practices among state purchasing agencies procuring health and human services under HRS Chapter 103F, state purchasing agencies will utilize standard cost principles as outlined on the SPO website. Refer to Section 1.2 Website Reference for website address. Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

## **Section 2**

# **Service Specifications**

## Section 2

# Service Specifications

### 2.1 Introduction

#### A. Overview, purpose or need

The Hawaii State Department of Health, Developmental Disabilities Division (DDD) provides an array of community-based services for eligible individuals with intellectual and developmental disabilities (I/DD) across the State. DDD-eligible individuals who are not also enrolled in the Medicaid 1915(c) waiver receive Crisis Services solely through this contract. DDD-eligible individuals who are also enrolled in the Medicaid 1915(c) waiver, receive Crisis Services that may be reimbursed using Medicaid federal funds with matching state funds as a Medicaid waiver provider. DDD is committed to providing person-centered crisis response services and supports for adults (individuals 18 and older) who are experiencing significant behavioral crises. For children under age 18, crisis response services and supports are family-centered and developmentally appropriate. DDD seeks a system that is comprehensive, seamless, and fully supports individuals as well as their families and caregivers when a crisis arises. A key goal of the service is to provide timely and accessible in-home and community-based supports to resolve crises, maintain the person's current living situation as appropriate, and avoid placement disruption, the utilization of hospital placement and/or incarceration. Services must be delivered in a humane and competent manner by qualified professionals. Equally important is that individuals with I/DD, their families and caregivers receive services in a manner that is easy to understand and use, exhibits empathy, offers choices, and promotes dignity for all people involved. Hereafter, individuals receiving DDD services will be referred to as "participants."

The following services are also described in the current 1915(c) Waiver Application and are included in the service array for Waiver participants. The title of the Medicaid Waiver service is Waiver Emergency Services which includes the Crisis Telephone Hotline (CTH), Crisis Mobile Outreach (CMO) and Out-of-Home Stabilization (OHS).

For the purpose of the Request for Proposals, the components of Waiver Emergency Services are described, and OHS Services are equivalent to the Waiver Emergency Service crisis shelter.

For the purposes of RFP No. HTH-501-17-03, Section 2, "PROVIDER" is used to refer to the selected applicant agency. The purpose of this section of the RFP is to notify all applicants of the specific requirements that will be included in the Contract of the selected Crisis Services applicant.

## **B. Planning activities conducted in preparation for this RFP**

DDD gathered input from stakeholders during a number of public comment sessions on all of the islands as part of the Waiver renewal activities. Feedback from stakeholders indicated a need for crisis response capability on neighbor islands, improvements in the quality of interactions with the individual answering the crisis line, and the need for better coordination of supports for participants, their families and caregivers after leaving OHS. The input from stakeholders has been incorporated into the section 2.4 "Scope of Work" in this RFP.

DDD conducted process mapping activities to determine how crisis services are currently being conducted, identified opportunities for improvement, and described how DDD would like crisis services provided in the next contract period. In addition, evaluation of process and service provision outcomes and analysis of utilization data of the current crisis network contract were conducted to assess how crisis services are currently coordinated, delivered, and utilized by DDD participants. Section 2.4 "Scope of Work" in this RFP reflects these planning discussions.

## **C. Description of the service goals**

The services to be offered under this RFP are intended to provide immediate intervention to eligible participants who are experiencing crisis due to behavioral and/or psychological issues. Crisis services and supports are designed to be timely and responsive based on an individualized assessment process designed to meet the needs of the person in crisis.

Crisis Services are defined as: a continuum of services that are accessible 24-hours a day, seven days a week, to support individuals with I/DD who are experiencing significant behavioral crises, and provide support to their families or caregivers. The minimum services to be provided within each of these three (3) components as a continuum of care are specified below.

1. CTH Services provide phone support to the caller, who may be an individual with intellectual and developmental disabilities, family member, caregiver, or other person. The CTH call taker assesses the situation and safety risks and triages whenever necessary. Initial focus of services is to work collaboratively with the individual and other people involved over the phone to gather information and to stabilize the situation. CTH will initiate CMO to respond in-person to the situation if it cannot be stabilized by phone;
2. CMO responds to callers from the CTH in the community. CMO Outreach provides immediate support to the individual and family working collaboratively to provide a clinical assessment, stabilization and triage if necessary. Initial focus of services is to provide supports to maintain the current placement. CMO makes referral to OHS and the CMO worker may help facilitate admission to OHS; and

3. OHS services offer a safe, therapeutic, supportive and structured milieu in a residential setting away from the home for a short period of time. The intent is to support stabilization and recovery of the individual to base line condition or better. OHS services are only available to adults (18 years and older). For children, the DDD case manager works with the family to address support needs and identify, if necessary, an appropriate out-of-home placement only when necessary that focuses on the needs of children and families toward reintegration.

OHS services receive referrals from the CMO and will work with the family and care team on gathering information, assessment, treatment, placement, and transition upon discharge. Being time-limited, these services focus on the goal of reintegration of the individual in the community from the moment of admission. These services will also provide support to family members and caregivers along with training and consultation both while the individual is at OHS and will continue to support the participant and the participant's circle of supports in the transition process out of OHS.

**D. Description of the target population to be served**

The target population for this Crisis Services RFP are DDD participants.

**E. Geographic coverage of service**

PROVIDER must demonstrate the ability to successfully manage and monitor services, both clinically and administratively, across the state, accounting for distances and geographic boundaries. A statewide PROVIDER shall have, prior to implementation, standardized policies and procedures across counties that are consistent with DDD's policies and procedures, in order to ensure consistent application of the scopes of service.

**F. Probable funding amounts, source, and period of availability**

The funding for this Contract is contingent on funding availability.

## 2.2 Contract Monitoring and Evaluation

The PROVIDER will be monitored at regular intervals by the DDD using a standard provider monitoring process and tool. The criteria by which the performance of the contract will be monitored and evaluated include the following areas:

- A. Performance/Outcome Measures including re-entry into Crisis Services program within a specified time frame post-discharge;
- B. Output Measures of response times for service delivery;
- C. Quality of Care/Quality of Services as demonstrated by the PROVIDER and adhering to all requirements in this RFP by collecting customer satisfaction survey results;
- D. Financial Management of complete, accurate, and timely claims submission; and
- E. Administrative Requirements as evidenced by maintaining full compliance with all federal and state requirements including but not limited to licensing with the DOH/Office of Health Care Assurance (OHCA).

## 2.3 General Requirements

- A. Specific qualifications or requirements, including but not limited to licensure or accreditation
  - 1. PROVIDER shall have an administrative structure in place capable of supporting all activities required by the RFP. Specifically, there shall be clinical, financial, accounting and management information systems, and an organizational structure to support the activities of the PROVIDER;
  - 2. The PROVIDER shall have within six (6) months of the contract start date, a written plan for emergency and disaster preparedness that has been accepted by the DDD;
  - 3. The PROVIDER shall comply with all specified, applicable DDD policies, procedures, directives, and the Waiver standards manual of the DDD;
  - 4. The PROVIDER shall have, or develop within three (3) months of the contract start date, policies, procedures, and other documentation or tracking systems that demonstrate the services and requirements of this RFP. Whenever requested, the PROVIDER shall submit a copy of its operating policies and procedures to the DDD. The copy shall be provided at the PROVIDER's expense with any revisions and updates as deemed necessary by the DDD;
  - 5. The PROVIDER shall assign staff to attend PROVIDER meetings and trainings as scheduled by the DDD;



6. The PROVIDER shall notify and obtain the approval of the DDD prior to formal presentation of any report or statistical or analytical material based on information obtained through this contract. Formal presentations shall include, but not be limited to, published papers, articles, professional publications, and conference presentations. Any written material distributed in relation to this contract must carry the following disclosure: “Funding for this program was made possible, in part, by the State of Hawaii, Department of Health, Developmental Disabilities Division (DDD). The views expressed do not necessarily reflect the official policies of the Department of Health, nor does mention of trade names, commercial practices, or organizations imply endorsement by the State of Hawaii.”;
7. CTH must have a toll free number for all islands and have TTY or TTD capacity;
8. The PROVIDER shall present advertisements and outreach at a minimum on a quarterly basis to participants and their families, DDD waiver providers and DDD case managers;
9. Participant Management Requirements:
  - a. Incorporate “best practices” in Crisis Services;
 

“Best practices” are defined as the most recent, relevant and helpful interventions based on research in real-life practice.
  - b. Documented evidence of participant input into all aspects of service planning is required;
  - c. Participants shall be made aware of and have access to community resources appropriate to their needs;
  - d. Participants shall receive services, to the extent it is practical, in a manner compatible with their cultural beliefs, practices, and preferred language;
  - e. The PROVIDER shall comply, as a covered entity according to the provisions of chapter 321C, Hawaii Revised Statutes, regarding language access; and with federal law regarding language access, Title VI of the Civil Rights Act of 1964, 42 USC section 2000d et seq., and 45 CFR part 80. These laws require the PROVIDER to, among other things, link participants and their families with interpreter services if, on account of national origin, participants and their families do not speak English as their primary language and identify themselves as having a limited ability to read, write, speak, or understand the English language;
  - f. The PROVIDER shall respect and uphold participant rights. The PROVIDER shall recognize the rights of the participant in the delivery of services, in

deciding on appropriate services, and in providing input into the decisions of all aspects of service in compliance with §333F-8, HRS;

- g. The PROVIDER shall provide the DDD with a written record of adverse events in alignment with DDD's Policy and Procedure #3.07 Adverse Event Report for People Receiving Case Management Services with the Developmental Disabilities Division;
- h. The PROVIDER shall adhere to DDD policies and procedures related to positive behavioral supports, and restrictive interventions.
- i. The PROVIDER shall comply with any applicable Federal and State laws such as Title VI of the Civil Rights Act of 1964 as implemented by regulations at CFR Part 80, the Age Discrimination Act of 1975 as implemented by regulations at 45 CFR. Part 91, the Rehabilitation Act of 1973, and Titles II and III of the Americans with Disabilities Act ("ADA"), 42 U.S. Code Subchapter XIX Grants to states for medical assistance programs;
- j. The PROVIDER is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the State of Hawaii's Health Care Privacy Harmonization Act, Hawaii Revised Statutes, chapter 323B, in written policies and procedures. The PROVIDER shall describe how it protects confidential information and protected health information ("PHI"). The PROVIDER shall not use or disclose PHI in any manner that is not in full compliance with HIPAA regulations or with the laws of the State of Hawaii. The PROVIDER shall maintain safeguards, as necessary, to ensure that PHI is not used or disclosed except as provided by the contract or by law. The PROVIDER shall not use or further disclose PHI for any purpose other than the specific purposes stated in DDD contracts or as provided by law, and shall immediately report to DDD any use or disclosure of PHI that is not provided in the contract or by law. The PROVIDER shall keep the DDD informed of the name, address, and telephone number of its Privacy Officer and its Security Officer. PROVIDER may be deemed a HIPAA Business Associate and may be required to sign a DOH HIPAA Business Associate Agreement;
- k. The DDD and the PROVIDER agree to keep confidential and to take reasonable precautions to prevent the unauthorized disclosure of any and all participant records and information, including PHI, required to be prepared or maintained by the PROVIDER, its employees, contractors or the DDD under this Contract pursuant to chapter 323B, Hawaii Revised Statutes;
- l. The PROVIDER shall obtain written participant consent for all services funded by DDD including:

- 1) Consent to release information by DDD-funded service providers as needed for continuity of care, or for transition to another service provider, including after care services;
- 2) Consent for claims to be submitted, on behalf of the participant, for reimbursement or third party billing; and
- 3) Other consent documents as needed.

Participant consent is not required for oversight activities of the DDD and its agents, and in the case of 1915(c) Home and Community Based Services Waiver, the Centers for Medicare and Medicaid Services (“CMS”) Office of Inspector General (“OIG”), the Department of Human Services (DHS) Med-Quest and their agents.

10. Prior written approval must be obtained from the DDD if the PROVIDER elects to utilize subcontractors. If a subcontractor is used, the PROVIDER shall ensure the DDD that they, as the PROVIDER, have the ultimate responsibility that the subcontractor(s) will provide crisis services that meet the criteria of this RFP. Subcontractors shall be responsive and responsible to meet the expectations of the PROVIDER and the DDD;
11. When PROVIDER vehicles are used for activities outlined in this RFP, the vehicles shall be maintained according to safety and legal standards. In addition, the PROVIDER must meet insurance requirements described in Section 5, Attachments “Special Conditions”;
12. Financial Requirements:

- a. Auditor Report

The PROVIDER shall submit an organization-wide fiscal audit in accordance with the following standards:

- Generally accepted auditing standards issued by the American Institute of Certified Public Accountants;
- Government Auditing Standards issued by the Comptroller General of the United States;
- Office of Management and Budget (OMB) Circular A-133 for state and local governmental agencies, if applicable; and
- OMB Circular A-128 for state and local governmental agencies, if applicable.

The fiscal audit must be conducted on an annual basis and submitted to DDD Contract Management Section within six (6) months after the close of the fiscal year.

b. Cost Reimbursement and Utilization Reports

PROVIDER of services shall submit monthly billing with accompanying cost reimbursement and utilization reports within thirty (30) days of the last day of the calendar month.

## c. The PROVIDER shall comply with the cost principles developed for chapter 103F, HRS and set forth by the State Procurement Office. The cost principles are available on the SPO website (see page 1-2, of this RFP for SPO Website Reference);

d. Fraud and Waste

The PROVIDER shall conduct internal compliance activities to identify employees and subcontractors, if applicable, who may be committing fraud and/or waste. The PROVIDER activities include, but are not limited to, monitoring the billings of its employees and subcontractors, if applicable, to ensure participants received services for which claims are submitted for payment; monitoring the time cards of employees who provide services to participants; investigating all reports of suspected fraud and over-billings by subcontractors, if applicable, (up-coding, unbundling, billing for services furnished by others, billing for services not performed, and other over-billing practices), reviewing for over- or under-utilization, verifying with participants the delivery of services and claims, and reviewing and trending participant complaints regarding employees or subcontractors, if applicable;

## e. PROVIDER shall provide to DDD access to records and documentation relevant to program integrity review and the PROVIDER shall agree to provide access to all requested records/documents. It is the responsibility of the PROVIDER to ensure that its subcontractors, if applicable, also provide DDD access to requested records/documents;

## f. Reimbursements for services deemed not medically necessary or not following billing guidelines by the DDD or its agent shall be denied. Reimbursements received for participants with third party coverage will be considered full payment. Any DDD overpayments for services shall be recouped by the DDD from the PROVIDER;

The DDD has final determination in what is considered a necessary, reimbursable service.

## 13. Compensation and Method of Payment

a. Waiver Claim

The PROVIDER shall have capacity to submit claims to the DHS Med-Quest fiscal agent according to the Home and Community Based Services (HCBS) Waiver for waiver emergency services based on rates for emergency services.

For Medicaid I/DD waiver participants, the PROVIDER shall submit HIPAA compliant (clean) electronic claims to DHS Med-Quest fiscal agent once a month. Claims shall be submitted using approved HCPCS codes for the services. All claims shall be submitted for payment within three hundred sixty-five (365) calendar days of the date of service. Claims for payment received after three hundred sixty-five (365) calendar days of the date of service shall be denied for exceeding the filing deadline. For claims that have been submitted within the three hundred sixty-five (365) calendar days but were denied because of technical errors, the PROVIDER shall have thirty (30) days from the date of denial, to resubmit a claim for payment:

- 1) The PROVIDER is responsible for checking to determine each participant's Medicaid eligibility, at least monthly;
- 2) The PROVIDER is responsible for determining waiver enrollment status with the DDD case manager to ensure the waiver is billed for the following Crisis Services:
  - (a) A day of service in the OHS residence; and
  - (b) An event with CMO, which includes the cost of the phone call that resulted in dispatch of the CMO staff.
- 3) A call without dispatch of the CMO is not billed to the waiver;
- 4) The PROVIDER must submit monthly reports securely to the DDD identifying each person who received services, whether the person is enrolled in the waiver, and claims filing information for any Medicaid waiver claims. The report shall include demographic identifier(s), billing code, number of units, type of unit, and date(s) of service; and
- 5) If the PROVIDER does not submit claims for Medicaid reimbursement for a waiver participant and instead submits an invoice to DDD for payment with state funds, those state funds shall be disallowed. The DDD shall recoup any funds paid using state funds that should have been billed through the claims process to Medicaid for a waiver participant.

b. Cost reimbursement

The PROVIDER shall submit monthly invoices for cost reimbursement and utilization report, within thirty (30) calendar days after the last day of the calendar month. All submissions and corrections must be properly received by DDD ninety (90) days after the last day of the billing month. Also, all invoices shall be submitted for payment within ninety (90) calendar days after the contract end date. Invoices for cost-reimbursement that are received after ninety (90) days following the end of the fiscal year shall be denied for exceeding the filing deadline. For cost reimbursement that have been submitted within the filing deadline but were denied because of technical errors, the PROVIDER shall have thirty (30) days from the date of denial, to resubmit an invoice for payment.

- 1) For both HCBS Waiver and non-Waiver participants the PROVIDER will have capacity to provide expenditure reports on monthly cost reimbursements for CTH calls that do not result in CMO visits.

- 2) For all other services and associated costs the PROVIDER must have capacity to provide monthly expenditure reports for expenditures actually incurred.

The PROVIDER is required to adhere to DDD financial reporting and billing requirements. PROVIDER submission must comply with the Health Insurance Portability and Accountability Act (HIPAA) and DDD policies and procedures.

The PROVIDER is responsible for planning, implementing, and maintaining their own information system. PROVIDER must also provide to DDD a functional email address that can receive billing documents as well as notices. DDD does not provide technical support for provider information systems or email.

All provider reporting data must be submitted in the manner and format specified by DDD.

The cost reimbursement pricing structure shall reflect a purchase arrangement in which the purchasing agency pays the provider for budgeted agreed-upon costs that are actually incurred in delivering the services specified in the contract, up to a stated maximum obligation. The budget shall be prepared in accordance with Chapter 103F, HRS, Cost Principles (SPO-H-201). Budget line items are subject to review, approval and acceptance by the state purchasing agency.

Payments shall be made in monthly installments upon the monthly submission by the PROVIDER of invoices for the services provided. Invoices shall be accompanied by expenditure reports, back up documentation as outlined in the SPO Cost Principles and utilization data for the billing month. Failure to comply with submission of encounter/utilization data will result in payment delays until such data are submitted.

14. All Medicaid claims submitted by the PROVIDER shall include the diagnostic ICD-10 code that supports the medical necessity of the service being billed;
15. The PROVIDER shall have current, valid licenses and certificates, as applicable, in accordance with federal, state, and county laws, and all applicable Hawaii administrative rules, and provide copies to the DDD, as requested; and
16. The PROVIDER, at its sole cost and expense, shall procure and maintain policies of professional liability insurance and other insurance specified below necessary to insure the PROVIDER and its employees against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of the contract. Subcontractors and

contractors shall also be bound by this requirement and it is the responsibility of the PROVIDER to ensure compliance with this requirement;

The PROVIDER shall obtain, maintain, and keep in force throughout the period of the contract the following types of insurance:

General Liability insurance issued by an insurance company in the amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for bodily injury and property damage liability arising out of each occurrence and not less than THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) in the aggregate annually;

Automobile Insurance issued by an insurance company in an amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per accident/occurrence; and

Professional Liability insurance issued by an insurance company in the amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for liability arising out of each occurrence and not less than THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) aggregate.

All policies shall be made by occurrence and not on a claims-made basis.

The insurance shall be obtained from a company authorized by law to issue such insurance in the State of Hawaii (or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii).

For general liability, automobile liability, and professional liability insurance, the insurance coverage shall be primary and shall cover the insured for all work to be performed under the contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith. The PROVIDER shall maintain in effect this liability insurance until the State has certified that the PROVIDER's work under the contract has been completed satisfactorily.

Prior to or upon execution of the contract, the PROVIDER shall obtain a certificate of insurance verifying the existence of the necessary insurance coverage in the amounts stated above. The parties agree that the certificate of insurance shall be attached and be made a part of the contract.

Each insurance policy required by the contract shall contain the following clause:

*It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.*

The general liability and automobile liability insurance policies required by this contract shall contain the following clause:

*The State of Hawaii and its officers and employees are named additional insureds with respect to operations performed for the State of Hawaii.*

The certificate of insurance shall indicate these provisions are included in the policy.

The PROVIDER shall immediately provide written notice to the DDD should any of the insurance policies evidenced on its certificate of insurance forms become cancelled, limited in scope, or not renewed upon expiration.

If the scheduled expiration date of the insurance policy is earlier than the expiration date of the time of performance under the contract, the PROVIDER, upon renewal of the policy, shall promptly cause to be provided to DDD an updated certificate of insurance.

The PROVIDER shall check with its insurance company to ensure its ability to comply with these requirements. If the PROVIDER is unable to provide a Certificate of Insurance that addresses the requirements of the State of Hawaii, two (2) months before contract implementation, the contract award may be canceled due to the PROVIDER's inability to meet the requirements of the State of Hawaii.

The PROVIDER is required to submit copies of its Certificates of Insurance to the Department of Health's Administrative Services Office and to the DDD prior to contract being executed.

B. Secondary purchaser participation  
(Refer to §3-143-608, HAR)

After-the-fact secondary purchases will be allowed.  
There are no planned secondary purchases.

C. Multiple or alternate proposals  
(Refer to §3-143-605, HAR)

☐ Allowed ☒ Not allowed

D. Single or multiple contracts to be awarded  
(Refer to §3-143-206, HAR)

☐ Single ☐ Multiple ☒ Single & Multiple

E. Single or multi-term contracts to be awarded  
(Refer to §3-149-302, HAR)

☐ Single term ( $\leq 2$  yrs.) ☒ Multi-term ( $> 2$  yrs.)



Contract terms:

Initial term of Contract: December 28, 2016 for one year until December 27, 2017 with an option to extend. Unless terminated, this Contract may be extended for specified periods of time not to exceed five (5) years or for not more than five (5) additional twelve (12) month periods, upon mutual agreement and the execution of a supplemental agreement. The extension must be in writing and must be executed sixty (60) days prior to the termination of the Contract.

## **2.4 Scope of Work**

The Developmental Disabilities Division approach to crisis services is to provide care that will be the least disruptive and most supportive to DDD participants and their families. Crisis services must be provided on a timely basis and through approaches that ameliorate crisis situations, and maintain people in the living arrangements of their own choice that support families and address family needs. Crisis services should respect DDD participants' and their families' choices when remediating any crisis to support the participant and their families. If a participant is assessed to need another stabilization setting for a short time, all actions shall support the participant's return to their living arrangement of their choice, with necessary supports, as soon as possible.

Crisis services should not be used as a mechanism to disrupt a placement, but only as a response to a current behavioral crisis.

Each of the three components of crisis services should thoroughly assess the current situation and person in crisis including the nature of the risk, and make efforts to offer supports and interventions to promote stabilization and maintain current placement, and if needed, a referral to the subsequent crisis service in the continuum of care, or another appropriate service or resource will be made available.

The scope of work requires:

## **A. General Standards**

### **1. Qualifications**

Staff providing services to participants and their circles of support must have a bachelor's degree, at minimum, in social services, psychology, human development, family sciences, or other related degree, and at least 1.5 years of experience working with people with developmental disabilities and/or behavioral crisis.

Supervisors must have a master's degree, at minimum, in psychology, social work, or related field, be licensed (licensed clinical social worker (LCSW), licensed mental health counselor (LMHC), licensed marriage and family therapist (LMFT), doctor of psychology (PSY-D), registered nurse (RN)) and at least 3 years of experience working with people in crisis and/or people with developmental disabilities with acute behaviors.

On call medical consultation staff must be a RN, medical doctor (MD) or psychiatrist with a valid license to practice in the State of Hawaii.

### **2. Supervision**

A supervisor shall be on call twenty-four (24) hours a day, seven (7) days a week, in the event of clinically complex or psychiatric-related situations in need of consultation, and a supervisor shall be available for on-call service, consultation, direction, and case debriefings.

PROVIDER staff must be under the supervision of a supervisor. A supervisor shall be on the premises at a minimum of eight (8) hours per day (Monday – Friday). Staff shall meet with supervisor individually no less than once a month, and shall be a part of clinical team meetings held monthly.

### **3. Mandatory Reporting**

Any suspected case of physical, emotional abuse, financial exploitation, or neglect of a participant who is a dependent adult must be reported by the PROVIDER to Adult Protective Services, or of a child to Child Welfare Services, and to the DDD immediately upon discovery.

### **4. Assessment**

The PROVIDER shall follow a standard protocol for assessment, and it shall include but not be limited to, the following information:

- a. Name(s) of all people involved in crisis situation, including DDD participant;
- b. Address and description of current living situation;
- c. Cultural and language considerations;
- d. Risk of harm to self or others;

- e. Abuse and neglect;
- f. Trauma;
- g. Need for emergency services (police or ambulance);
- h. Description of the crisis situation including people involved, source of stress, behaviors of concern, onset and duration of crisis;
- i. Treatment history and if there is a current behavior support plan (BSP), if BSP is currently being utilized;
- j. Co-occurring mental health issues;
- k. Medical issues and allergies;
- l. Medications, type, regimen and current and historical compliance with medication regimen;
- m. Ongoing needs;
- n. Environmental stressors;
- o. Life/transition stressors; and
- p. Strengths and vulnerabilities of the DDD participant.

## **5. Training**

- a. Prior to providing crisis services, staff shall receive at least twenty-four (24) hours of orientation training including: crisis assessment and intervention, suicidal assessment, homicidal assessment, clinical protocol, proper documentation, and knowledge of community resources;
- b. The PROVIDER shall have documented training on a quarterly basis, to expand knowledge base and skills relative to crisis intervention treatment protocols as guided by the PROVIDER's training curriculum, and I/DD-specific situations experienced by crisis telephone stabilization workers. Training shall promote evidence-based services and best practice procedures for urgent and emergent care situations;
- c. Training for staff shall include but not be limited to the following topics:
  - (1) Person-centered planning;
  - (2) Person Centered Planning
  - (3) Familiarity with DDD and mental health service array and other community resources and services to provide guidance and referrals to callers;
  - (4) Risk Assessment including suicide, homicide, and any other risk of harm to self or others;
  - (5) Screening, assessment, and intervention/treatment planning;
  - (6) Positive behavioral support;
  - (7) Functional behavioral assessment and behavioral support plan functions and processes;
  - (8) Behavioral crisis intervention system (Safety Care, Crisis Prevention Institute (CPI), the Mandt system);
  - (9) Dual diagnosis (I/DD and mental health);

- (10) A familiarity with psychotropic medications, classifications and side effects;
- (11) Trauma informed care;
- (12) De-escalation techniques;
- (13) Cultural and diversity awareness and sensitivity;

d. All Crisis staff must show competency in the following areas:

- (1) Following the guidelines of the contract and their own organization;
- (2) Showing empathy, concern and caring for all participants receiving services;
- (3) Being able to direct and facilitate an effective interaction and avoid power struggles;
- (4) Making assessments for treatment planning;
- (5) Working with supervisors and other team members to make decisions and provide services;
- (6) Offering choices versus directives;
- (7) Interacting with individuals with intellectual and developmental disabilities and communication deficits;
- (8) Ability to interact with people who are escalated, emotional, anxious, and angry;
- (9) Knowledge of how and when to utilize problem solving, alternative choices, and prescribing steps moving forward; and
- (10) Knowledge of how to recognize and act upon a life or death situation.

## **B. Service Activities (Minimum and/or mandatory tasks and responsibilities)**

### **1. Service Title: CTH**

#### **a. Service Description**

The CTH provides the initial contact for DDD participants and families experiencing active crisis to call and access crisis support services. The CTH provides screening, assessment, and therapeutic services to DDD participants who are experiencing a behavioral crisis impacting their ability to function within their family, living situation, and/or community environments. Active crisis includes situations in which the individual exhibits behaviors of such intensity, duration, and frequency that it endangers his or her safety or the safety of others. The CTH may also coordinate with CMO, emergency services and others as a part of the service to the DDD participant.

#### **b. Limitations**

None

#### **c. Authorization**

No prior authorization required for use of the CTH.

**d. Operational guidelines**

CTH staff shall design and facilitate a standardized script/protocol to:

- (1) Answer phone calls within 5 rings. CTH must be available twenty-four hours a day/seven days a week (24/7) and be ready to provide services over the phone. All calls must be answered directly by staff;
- (2) Log the name of caller and call back number if call gets cut off;
- (3) Provide an initial screening and assessment to determine the nature and severity of the crisis, if emergency services or police involvement is needed and if the person in crisis is a DDD participant;
- (4) Provide an appropriate referral if the CTH staff determines the person or situation is not appropriate for services based on initial screening;
- (5) Provide assessment of the individual, working collaboratively with the participant and their circle of supports to gather information;
- (6) Provide support, problem solving and direction to the caller to attempt to de-escalate the situation via phone;
- (7) Provide a referral to CMO utilizing a protocol to discern the need based on current risk of harm, the inability to de-escalate the situation via phone, the potential for future risk of harm or in the judgment of staff based on assessment of risk. All referrals to CMO will, at a minimum, require notification of supervisor with the option of supervisor approval as a protocol; and
- (8) Provide information and assessment to CMO to support mobilization of CMO to engage with the DDD participant in the community in a timely fashion.

**e. Documentation requirements**

Required documentation for each call shall include, but is not limited to, the following:

- (1) Name of caller and, if different, the name of the person in crisis;
- (2) Date and time of call;
- (3) Location and address where the crisis occurred;
- (4) Phone number of the caller;
- (5) Name of DDD case manager;
- (6) Nature of the crisis;
- (7) Name of staff who provided services;
- (8) Services provided;
- (9) Details of plan given to caller;
- (10) Outcomes; and
- (11) Information gathered in assessment of risk and participant.

f. **Coordination**

The CTH will coordinate with police, ambulance and CMO, as appropriate. CTH will contact the DDD case manager of the DDD participant to provide information concerning the call within the next business day. CTH will follow up with both CMO and the caller to assist in coordination efforts to verify that CMO has made contact with the caller.

2. **Service Title:** CMO

a. **Service Description**

The CMO is deployed to provide immediate face-to-face, on-site response and supports to DDD participants and families experiencing an active crisis, which is impacting the participant's ability to function within their family, living situation, and/or community environments. Active crisis includes situations in which the DDD participant exhibits behaviors of such intensity, duration, and frequency that it endangers his/her safety or the safety of others. Without CMO services, these participants may experience hardship due to placement disruption and incarceration and/or the utilization of hospital services.

b. **Limitations**

None

c. **Authorization**

CMO referrals are authorized through CTH screening process. Any referral to a higher level of care such as hospitalization other than OHS for medical or psychological reasons must be authorized by a CMO supervisor and medical consultation staff.

d. **Operational guidelines**

CMO shall design and facilitate a standardized script/protocol to:

- (1) Receive information from initial screen and assessment from CTH and prepare for mobilization;
- (2) Coordinate with emergency medical services or police prior at any time it is warranted;
- (3) Arrive at location within 45 minutes of dispatch. Exceptions made for counties of Hawaii, Maui, and Kauai if justified in writing to DDD because of geographic remoteness;
- (4) Make an initial risk assessment of the DDD participant and circle of supports identifying any risk of harm to self or others as well as environmental risk factors to ensure health and safety;
- (5) Build rapport and a working relationship with DDD participant and circle of supports. Assess need for language interpreter, and medical or psychiatric consultation;

- (6) Conduct an overall assessment of DDD participant, situation and environment working collaboratively with the DDD participant and his/her circle of supports to gather information;
- (7) Based on assessment, create a plan for services to implement with the DDD participant and circle of supports;
- (8) Provide support, problem solving, and conflict resolution, or recommend interventions in a brief therapy, solution focused therapeutic style;
- (9) Provide a personalized plan moving forward, which could include a safety plan, appropriate information, referral and a contact number for future consultation and follow-up;
- (10) Provide a referral to OHS if necessary utilizing a protocol to discern the need based on current risk of harm, the ability to de-escalate the situation in person and the potential for future risk of harm. All referrals for OHS will, at a minimum, require notification of a supervisor with the option of supervisor approval as a protocol;
- (11) Provide information, assessment and observations to help support intake process into OHS;
- (12) Complete arrangements, including transportation, for more intensive services, such as OHS or hospitalization, in the event the CMO services are not sufficient to stabilize;
- (13) Provide additional staffing if needed to stabilize situation and/or transport participant to OHS, hospital, or other location;
- (14) Follow up with the individual who was in crisis and/or family members or caregivers to assess if further assistance is needed within 36 hours of initial face-to-face contact; and
- (15) Contact DDD case manager to provide update and give a report by phone by the next business day of the occurrence with information from CTH staff by the next business day. Request from DDD case manager whether the person is a waiver participant to ensure billing through correct funding source.

e. **Documentation requirements**

Required documentation for each dispatched CMO shall include, but is not limited to, the following:

- (1) Name(s) of all people involved in the crisis situation, including DDD participant;
- (2) Date and time that referral was received from CTH;
- (3) Date and time that CMO arrived at location;
- (4) Location and address where the crisis occurred and outreach is provided;
- (5) Nature of the crisis;
- (6) Name of staff who provided services;
- (7) Assessment of risk and the results of that assessment; including level of staffing if person is removed from setting;
- (8) Overall assessment of the DDD participant and situation;

- (9) Services provided;
- (10) Outcomes;
- (11) Details of plan of care; and
- (12) Details concerning OHS referral, if needed.

f. **Coordination**

CMO shall coordinate with emergency services, police, and OHS and CTH as appropriate. CMO shall contact the DDD case manager of the DDD participant to provide information concerning the services provided and coordinate appropriate follow-up services within the next business day of occurrence.

3. **Service Title:** Out-of-Home Stabilization (OHS)

a. **Service Description**

OHS provides support for DDD participants and their families recovering from crisis at a site operated by the PROVIDER. Referrals to the OHS come from the CMO and DD case managers for DDD participants who continue to display a risk of harm to self and others after working with CMO. OHS will provide behavioral assessment, intervention, and safety plan for the DDD participant, and provide family therapy, consultation and support to family members. This is a short-term, temporary service. Transition and discharge planning shall start from admission, looking at planning for successful community living.

b. **Limitations**

This is a short term stabilization intervention that will not exceed 30 days.

c. **Authorization**

OHS referrals come from CMO after they have determined the DDD participant and circle of supports to be appropriate for services. Days 1-3 require no prior authorization. Participant may be admitted via CMO. Days 4-30 (maximum of thirty (30) additional days) require prior authorization from a DDD Branch Chief or DDD Administrator, and may be extended beyond 30 days after review by DDD Branch Chief or DDD administrator.

d. **Operational guidelines**

OHS will design and facilitate standardized process to:

- (1) Receive information and assessment from CMO to prepare for DDD participant intake;
- (2) Provide DDD participant and circle of supports with information for questions and concerns they may have when entering the OHS that include but is not limited to:



- (a) Description of service;
  - (b) Rules of OHS;
  - (c) What to bring/what not to bring; and
  - (d) Visiting hours/contact information.
- (3) Build rapport and working relationship with DDD participant and circle of supports. Assess need for language interpreter, and medical or psychiatric consultation;
- (4) Conduct an overall assessment of DDD participant, working collaboratively with the DDD participant and circle of supports to gather information to learn about the DDD participant and gain insight that may be helpful in discharge planning;
- (5) Assess and coordinate if a higher level of care is needed for medical or psychological reasons, or if police is needed for criminal behavior;
- (6) Complete a functional behavior analysis (FBA) and behavior support plan (BSP) and have staff trained and able to facilitate BSP by a licensed behavioral analyst or licensed equivalent professional operating within the scope of practice;
- (7) Provide a safe and therapeutic milieu that supports and observes the DDD participant at all times;
- (8) Provide an environment conducive to recovery which provides an opportunity for individuals to stabilize to baseline or better and learn skills to promote wellness and community living;
- (9) Based on assessment, connect DDD participant with appropriate medical, psychiatric or other services as needed;
- (10) Provide medication management and administration to participants. This shall include prescriptive authority for medical staff while at OHS;
- (11) Provide support and family therapy, as appropriate, to circle of supports;
- (12) Provide the capacity to adjust settings and staffing to maintain a safe and therapeutic environment at all times;
- (13) Provide a personalized discharge-transition plan moving forward that includes the DDD participant and circle of supports in the process; This may include a safety plan, appropriate information, referral and contact number for future consultation and follow up.

- (14) Prepare and specify assignments, roles and responsibilities to implement the discharge-transition plan to support the participant in the residential environment he/she will be in upon discharge, so that crisis support will “fade” 90 days after implementation of the agreed upon plans;
- (15) Provide training and consultation with circle of supports as a part of the transition process; and
- (16) Provide follow-up services after discharge that may include support, further training, and consultation to DDD participant and circle of supports for 30 days.

**e. Staffing Requirements:**

In addition to the staffing requirements listed in the general standards, these staff requirements must also be followed. If the standards referenced here differ from those in the general standards, these staffing requirements will supersede the general standards.

- (1) Staff supervision is provided on a twenty-four (24) hour, seven (7) days a week basis;
- (2) The program staff must be under the supervision of a licensed supervisor;
- (3) At minimum, two (2) direct care staff shall be on duty per shift, with one (1) staff awake during overnight shifts;
- (4) A ratio of not less than one (1) staff to two (2) participants is maintained at all times;
- (5) A licensed medical professional shall be on staff or on contract to establish the system of operation for administering or supervising medication and medical needs or requirements, monitoring the participant’s response to medications, and training staff to administer medication and proper protocols;
- (6) A licensed medical professional must be available twenty-four (24) hour, seven (7) days a week. Licensed medical professional does not need to be onsite for that time period but must be on-call and accessible twenty-four (24) hours a day, seven (7) days a week;
- (7) A licensed supervisor must oversee the treatment services for the OHS home; and
- (8) The PROVIDER shall ensure the provision of necessary additional personnel, to meet the needs of the participant receiving services for

emergencies including escorting and remaining with the participant at an emergency unit, or maintaining one to one (1:1) supervision of a participant. This may include increased staff within the first 72 hours to meet stabilization needs.

**f. Documentation requirements**

- (1) Each shift staff will complete required documentation including, but not limited to, the following:
  - (a) Name of DDD participant;
  - (b) Name of the shift staff who provided services;
  - (c) Date and time of shift;
  - (d) Services provided;
  - (e) Description of activities and behaviors of DDD participant;
  - (f) BSP interventions used and efficacy of interventions;
  - (g) Insights and impressions of time spent with DDD participant; and
  - (h) Follow-up, consultation or coordination needed or facilitated.
- (2) A special incident report shall be completed for any incidents of physical aggression, threats of harm to self, including self-injurious behavior, suicidal ideation or attempts, and/or property destruction that creates a health and safety issue. Special incident reports shall include but not limited to:
  - (a) Name(s) of all people involved in crisis situation, including DDD participant;
  - (b) Name of the staff who provided services;
  - (c) Date and time that incident occurred (start time and end time);
  - (d) Description of antecedents and behaviors of DDD participant;
  - (e) BSP interventions used and efficacy of interventions;
  - (f) Resolution or how incident ended;
  - (g) Observations of DDD participant after incident;
  - (h) Insights and impressions based on observation of DDD participant in crisis (what worked and what did not in supporting DDD participant and how to avoid future crisis); and
  - (i) Supervisor debriefing with staff within 24 hours of incident in person or by phone. Debriefing will review information and insights from the incident and identify opportunities for improvement in service delivery. . . .
  - (j) In addition to this special incident report and Adverse Event Report may be required per DDD's Policy and Procedure #3.07 Adverse Event Report for People Receiving Case Management Services with the Developmental Disabilities Division;

(3) If staff utilizes any of chemical, physical, or mechanical restraints or emergency procedures as interventions to maintain health and safety of milieu, documentation must include, but not limited to, the following:

- (a) Name(s) of all people involved in crisis situation, including DDD participant;
- (b) Name of staff who facilitated the restrictive procedure;
- (c) Lesser restrictive interventions that were attempted prior to use of restraint or emergency procedure;
- (d) Date and time that restrictive procedure was initiated;
- (e) Observations of DDD participant during the monitoring process as restrictive procedure is being facilitated;
- (f) Time that restrictive procedure was terminated; and
- (g) Observations of DDD participant after restrictive procedure was terminated.
- (h) An Adverse Event Report shall be required per DDD's Policy and Procedure #3.07 Adverse Event Report for People Receiving Case Management Services with the Developmental Disabilities Division.

**g. Coordination**

OHS shall coordinate with emergency medical services, as appropriate. OHS shall coordinate with the DDD case manager of DDD participant and notify his/her of any adverse events. OHS will also coordinate with the family and circle of supports to be an active partner in treatment and transition.

**C. Management Requirements (Minimum and/or mandatory requirements)**

**1. Personnel**

- a. Must be at least 18 years of age;
- b. Must have current TB clearance per DOH Standards;
- c. Must have current first aid CPR training;
- d. Pass criminal history and fingerprinting check according to the standards set forth by DHS;
- e. Pass adult protective services/child welfare services checks according to the standards set forth by DHS;
- f. If required and in accordance with Hawaii State law, any staff must possess and be in good standing with all licensure, registration or certification within the scope of their practice;
- g. Shall possess and maintain satisfactory skills as verified and documented prior to delivering direct services;
- h. New workers must complete an orientation that addresses all the practice development topics specified by DOH; and

- i. Ongoing continuing education is completed to ensure staff have competencies and skills to perform duties.

## 2. Administrative

- a. PROVIDER shall provide Adverse Event Reports to DDD per DDD's Policy and Procedure #3.07 Adverse Event Report for People Receiving Case Management Services with the Developmental Disabilities Division.
- b. Provider shall engage in mandatory reporting of abuse and neglect when needed;
- c. PROVIDER shall provide reports from internal Quality Management Program to DDD based on but not limited to quality assurance and evaluation specifications in this RFP; and
- d. Report for fiscal accountability – claims data for state funds and Medicaid waiver funds (demographic identifier(s), billing code, number of units, type of unit (hour, day, etc.), and date of service).

## 3. Quality assurance and evaluation specifications

- a. CTH
  - (1) CTH shall maintain data on:
    - a) Performance measures:
      - 1) Source of call (e.g., caregiver, parent, PROVIDER, DDD participant);
      - 2) Call response; and
      - 3) Number of calls referred to police or hospital emergency room;
    - b) Trends and issues of calls:
      - 1) Repeat callers; and
      - 2) Nature of calls;
    - c) Operational performance measures:
      - 1) Staff turnover;
      - 2) Supervision occurring;
      - 3) Records meet standards; and
      - 4) Grievances;
  - (2) CTH shall analyze data quarterly for trends and recommendations for improvement; and
  - (3) CTH shall submit data analysis on crisis services provided in a report to DDD quarterly.
- b. CMO
  - (1) CMO shall maintain data shall be kept on:
    - (a) Performance measures:
      - 1) Location of the crisis;
      - 2) Types of interventions used to stabilize; and
      - 3) Disposition of CMO (out-of-home, ER, OHS, etc.);
    - (b) Operational performance measures:
      - 1) Staff turnover;
      - 2) Supervision occurring;

- 3) Satisfactory agency record/documentation; and
- 4) Grievances;
- (2) Measurements to include, but not limited to:
  - (a) Length of time required for CTH call to result in decision to dispatch CMO staff;
  - (b) Length of time between dispatch and arrival of the CMO on-site;
  - (c) Length of time from arrival to stabilization and completion of intervention;
  - (d) Percentage of CMO staff that meet qualifications and competencies;
  - (e) Percentage of individuals who have had a previous contact with crisis services within the last three (3) calendar months;
- (3) Data should be analyzed quarterly for trends and recommendations for improvement; and
- (4) Submit data analysis on crisis services provided in a report to DDD quarterly.
- c. OHS
  - (1) OHS shall maintain data on:
    - a) Performance measures:
      - 1) Safety;
      - 2) Decrease in behaviors of risk of harm; and
      - 3) Discharges with successful placement;
    - b) Restraints and restrictive procedures administered;
    - c) Operational performance measures:
      - 1) Staff turnover;
      - 2) Supervision occurring;
      - 3) Satisfactory agency record/documentation; and
      - 4) Grievances;
  - (2) OHS shall analyze data quarterly for trends and recommendations for improvement; and
  - (3) OHS shall submit data analysis on crisis services provided in a report to DDD quarterly.

#### 4. **Output and performance/outcome measurements**

The following items will be monitored for completeness and accuracy:

- a. CTH Logs;
- b. CMO Reports;
- c. OHS:
  - (1) Incident Reports;
  - (2) Re-integration Plans; and
- d. Provider Performance Measures:
  - (1) #/% of new workers that passed the criminal history record and abuse registry checks prior to service delivery;
  - (2) #/% of new workers that complete the required training prior to service delivery;
  - (3) #/% of workers that meet training requirements on an on-going basis;

- (4) #/% of professional staff that meet all applicable licensure and/or certification standards prior to service delivery; and
- (5) #/% of professional staff that maintain all applicable licensure and/or certification standards on an on-going basis.

**5. Coordination of services**

Refer to coordination in Section 2.4 B. Service Activities.

**6. Reporting requirements for program and fiscal data**

- a. Adverse Events Reporting;
- b. Mandatory abuse and neglect reporting;
- c. Reports from internal Quality Management Program based on but not limited to quality assurance and evaluation specifications in this RFP; and
- d. Report for fiscal accountability. This may include claims data for state funds and Medicaid waiver funds (demographic identifier(s), billing code, number of units, type of unit (hour, day, etc.), and date of service).

**D. Facilities**

PROVIDER shall demonstrate that it will obtain and operate a facility that meets all licensure requirements from the Department of Health, Office of Health Care Assurance as a Special Treatment Facility (Title 11, Chapter 98, Hawaii Administrative Rules) for the OHS service.

**2.5 COMPENSATION AND METHOD OF PAYMENT**

Compensation and method of payment shall be on a Cost Reimbursement basis through electronic Medicaid claims submissions or paper state-fund invoices. Payment shall be made monthly upon submission of the claim or invoice, depending on the fund source for the services delivered. Refer to Section 2.9 for more information.

# **Section 3**

## **Proposal Application Instructions**



## Section 3

# Proposal Application Instructions

### General instructions for completing applications:

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section. See sample table of contents in Section 5.*
- *Proposals must be submitted in three ring binders.*
- *Tabbing of sections is required.*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment B of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Each section shall be scored in its entirety. Information submitted in another section, shall not be considered. For example, in the Project Organization and Staffing section, if the organizational chart is in an attachment, the specific attachment is required to be identified in the narrative section.*
- *Other supporting documents may be submitted in an appendix, including visual aids to further explain specific points in the proposal; if used. The information is required to be referenced in the appropriate section.*
- *One (1) original and nine (9) copies of each proposal along with an electronic version on a CD are required.*
- *Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*
- *This form (SPOH-200A) is available on the SPO website (Refer to Section 1.2 Website Reference). However, the form will not include items specific to each RFP. If using the website form, the applicant must include all items listed in this section.*

### The Proposal Application is comprised of the following sections:

- *Proposal Application Identification Form*
- *Table of Contents*
- *Program Overview*
- *Experience and Capability*
- *Project Organization and Staffing*
- *Service Delivery*
- *Financial*
- *Other*

### **3.1 Program Overview**

Applicants shall give a brief overview to orient evaluators as to the program/services being offered in reference to Section 2 “Service Specifications” of this RFP. Applicants should include a description of PROVIDER’s approach to service delivery and philosophy of care.

### **3.2 Experience and Capability**

Ensure that each section is answered completely and thoroughly. Each section shall be scored individually and separately from other sections. Applicants are responsible to place the appropriate information in each section to be scored.

#### **A. Necessary Skills**

The applicant shall demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services outlined in “Section 2, Service Specifications:”

1. CTH;
2. CMO; and
3. OHS.

#### **B. Experience**

The applicant shall provide a description of projects/contracts pertinent to the proposed services.

The applicant shall provide a description of projects/contracts, including references, pertinent to the proposed services within the most recent five (5) years. The applicant shall include points of contact, addresses, e-mail addresses and phone numbers. DDD reserves the right to contact references to verify experience. References shall not include employees of the DDD.

1. Detailed list of experience as an agency providing crisis related services;
2. Detailed list of experience as an agency providing services to individuals with intellectual and developmental disabilities and their families;
3. If an applicant has prior experience providing related services for the DDD, describe in detail any problems, concerns or difficulties encountered by the agency or by the DDD, which were brought to the agency’s attention, and how it was resolved;
4. List of contracts or provider agreements with the Department of Health;
5. List of other current or prior contracts or provider agreements with the public sector in providing services in general for individuals with intellectual and

- developmental disabilities and their families. Discuss any problems or difficulties encountered in current or prior contracts or provider agreements. Applicant shall provide a point of contact and telephone number for each contract listed. The DDD reserves the right to contact any of the listed points of contact to inquire about the applicant's past service performance and personnel; and
6. Successes applicant has had in recruiting and retaining quality staff.

### **C. Quality Assurance and Evaluation**

The applicant shall describe its own plans for quality assurance and evaluation for the proposed services, including methodology;

The applicant shall sufficiently describe its quality improvement programs which shall be evaluated on the following:

- Provision of a quality management program;
- Provision of a utilization management system; and
- Policies and procedures, especially policies and procedures pertaining to participant rights, consumer complaints and appeals.

The agency's quality assurance shall include, but not be limited to, the following elements, and the information shall be submitted in the appropriate three sections listed above.

1. A written quality management program description and outlined structure to ensure continuous quality improvement through the following processes: design, discover, implement, and continuous improvement, and which is updated and signed when changes are made, but at least annually;
  - a. Design (the process of developing a program that will achieve the desired results) must specify:
    - 1) How quality management activities are incorporated throughout the operational procedures, practices and policies of the organization; and
    - 2) Involvement of stakeholders in the process of designing the quality management program and how input was incorporated, as well as ongoing opportunities for feedback in the quality management program;
  - b. Discover and measure (the process of collecting data, analyzing results, assessing performance and identifying areas of strength and opportunities for improvement) must specify:
    - 1) Protocols for data collection, identification of types of data sources, e.g., Adverse Event Reports, service outcomes, surveys, stakeholder interviews or meetings, etc.;
    - 2) Frequency of reviews;
    - 3) Responsible individual or group, e.g., staff position, committee membership; and

- 4) Maintain a record of conclusions and recommendations that have been drawn from analysis of the information gathered;
- c. Implement (the process of taking action to address an area for improvement identified through the discovery process, may be at individual or program level) must specify:
  - 1) Types of actions that may be taken, e.g., remediation to correct a problem, preventative activities, etc.;
  - 2) How actions focus on results, outcomes and improved service quality, rather than compliance with minimum performance standards;
  - 3) Use of data-based decision making in determining actions;
  - 4) Process for prioritizing actions; and
  - 5) Process for determining timeline for taking action;
- d. Continuous Improvement (the process of continually using information to review processes and outcomes, with the goal of improving the organization's processes, practices and delivery of services while preventing, minimizing or eliminating issues that do not support optimal outcomes for consumers) must specify:
  - 1) Process for tracking and reporting on the quality management program, including activities related to design, discovery, implementation and continuous improvement; and
  - 2) Process for submitting regular reports to DDD;
- e. The quality management program shall include methods for obtaining information about consumer experiences, e.g., satisfaction survey/interview, in order to assess the ongoing implementation of the services and supports. Documentation shall include how the information was used to identify strengths and opportunities for improvement;
- f. The quality management program shall address consumer complaints and appeals which includes tracking and analysis to identify trends or patterns for system improvement;
2. Provision of a utilization management system including, but not limited to the following:
  - a. System and method of reviewing utilization;
  - b. Method of tracking authorization approvals;
  - c. Method of reviewing invoices against authorizations;
  - d. Consumer appeals process;
  - e. Annual evaluation of the applicant's utilization management plan;
  - f. An internal Utilization Plan; and
  - g. Identification of the person in the organization who is primarily responsible for the implementation of the utilization management plan;
3. Assurance that the applicant has established and will maintain and regularly update the following quality management policies and procedures:
  - a. Participant complaints and appeals;
  - b. Participant safety;
  - c. Participant satisfaction;
  - d. Disaster preparedness;
  - e. Emergency evacuation;

- f. Participant rights and orientation;
  - g. Confidentiality/HIPAA;
  - h. Participant records;
  - i. Individualized Service Plans (ISP) and Individual Plan (IP);
  - j. Community Integration;
  - k. Transition of participants to other programs;
  - l. Restricting participant rights; and
  - m. Staff Qualifications
  - n. Restraint, Seclusion and Restrictive Interventions;
4. A description of the steps that the applicant will take to comply with all of the DDD's reporting requirements specified in Section 2.4 C. The applicant shall also indicate how it will use the information in the report to improve its services; and
  5. For services described in this RFP, a statement that the applicant shall participate with the DDD's quality and utilization management process including, but not limited to: assurance that a staff member be available to represent utilization and quality management issues at meetings scheduled by the DDD; case reviews, specific data gathering and reporting, site visitation, special studies, monitoring, validation of non-licensed or credentialed staff, and training.

#### **D. Coordination of Services**

The applicant shall demonstrate the capability to coordinate services with other agencies and resources in the community. Demonstration or plan of the applicant's coordination efforts shall include, but not be limited to, the following:

1. A history of the applicant's cooperative efforts with other providers of services to people with DD/ID;
2. Memorandum of agreements with other agencies; and
3. Applicant's current efforts to coordinate with the DDD and other providers, and where there is no current coordination, the applicant's plans to do so.

#### **E. Facilities**

The applicant shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed services. If facilities are not presently available, describe plans to secure facilities. Also describe how the facilities meet federal (i.e., ADA)

and state requirements, as applicable, and the special equipment that may be required for the services.

#### **F. Management Information System (MIS) Requirements**

The applicant shall submit a description of its current management information system (MIS) and plans for the future. The description shall include, but not be limited to, the following:

1. A statement about whether the applicant is a covered entity as defined by HIPAA. A statement that the applicant will comply with all HIPAA privacy, security and transactional code set requirements. The name, address and telephone number of the applicant's Privacy Officer and Security Officer;
2. An explanation of how the applicant currently manages information in order to submit required information and data in the format prescribed by the DDD. Required data elements captured in the provider system and reported to the DDD may include, but are not limited to: participant's last name, first name, middle name, any aliases, social security number, DDD-generated unique ID number, DDD-generated authorization number(s), Medicaid Identification Number, Medicare Identification Number, other third party numbers, address, telephone number, admission date, discharge date, service data using DDD approved procedure codes, date of birth, ICD-10 codes, gender and primary language spoken;
3. The DDD may add data reporting requirements or specify required formats for downloading data or submitting claims in the future. Applicants are encouraged to describe their flexibility in meeting changing data requirements; and
4. In regards to flexibility, a statement that describes flexibility in adding data elements or reporting requirements is addressed in their information system.

### **3.3 Project Organization and Staffing**

#### **A. Staffing**

Ensure that each section is answered completely and thoroughly. Each section shall be scored individually and separately from other sections. Applicants are responsible to place the appropriate information in each section to be scored.

##### **1. Proposed Staffing**

The applicant shall describe and demonstrate that (a) the proposed staffing pattern, participant/staff ratio and proposed caseload capacity are reasonable and appropriate to ensure viability of the services and complies with DDD and licensing requirements, and (b) that the applicant's assignment of staff would be sufficient to effectively administer, manage, supervise and provide the required services. The applicant shall give the number and title of the positions needed to provide the specific service activities. Position descriptions shall also be

submitted. (Refer to the personnel requirements in Section 2, Service Specifications, as applicable.)

The applicant shall fully explain, justify, and demonstrate any proposed use of a subcontractor to be as effective as in-house staff for the provision of the required services; demonstrate that a proposed subcontractor is fully qualified for the specific work that would be subcontracted, by including a description of the proposed subcontractor's experience, capability, project organization, staffing, and proposed services as set forth for applicants in this RFP; and explain how it would assure quality and effectiveness of the subcontractor, monitor and evaluate the subcontractor, and assure compliance with all the requirements of the RFP.

The applicant shall fully explain, justify, and demonstrate any proposed use of a volunteer to be as effective as in-house staff for the provision of the required services; demonstrate that proposed volunteers are or would be fully qualified for the specific work assigned, could be relied on, and would be available when and where needed to provide the required services; explain how it would provide sufficient management, supervision, oversight, and evaluation of volunteers, and otherwise assure its work quality and effectiveness; and explain how it will assure that volunteers perform in compliance with the requirements of the RFP.

## 2. Staff Qualifications

The applicant shall describe in this section of its proposal how it will ensure its compliance with the minimum personnel qualifications, which include, but are not limited to, licensure, educational degrees, and experience for staff assigned to the program, and comply with applicable DDD requirements. The applicant shall provide the minimum qualifications for staff assigned to the program; include position descriptions; and explain how the minimum qualifications and/or actual qualifications would assure delivery of quality services. (Refer to the qualifications in the Section 2, Service Specifications, as applicable.)

## B. Project Organization

### 1. Supervision and Training

The applicant shall describe and demonstrate its ability to adequately supervise, train and provide administrative direction to staff relative to the delivery of the proposed services. The description shall include frequency and method of conducting supervision and documentation of same.

The applicant shall explain how the program organization and assignment of personnel are sufficient for the effective administration, management, supervision, and provision of services under the program to meet the projected caseload. The applicant shall describe the training that would be provided for program staff to strengthen its capability to effectively provide the program

services. Descriptions of Supervision and Training should include how General Standards for supervision and training, in Section 2 of this RFP, are being met.

## 2. Organization Chart

The applicant shall reflect the position of each staff and line of responsibility/supervision. (Include position title, name and full time equivalency) Both the “Organization-wide” and “Program” organization charts shall be attached to the Proposal Application. The applicant shall describe its approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks. The organization-wide and program-specific organization charts shall accurately reflect the proposed structure and show lines of communication between program administration and staff.

## 3. Evidence of Licensure

The applicant shall submit evidence that the applicant is licensed if licensure is required.

# 3.4 Service Delivery

Ensure that each section is answered completely and thoroughly. Each section shall be scored individually and separately from another section. Applicants are responsible to place the appropriate information in each section to be scored.

## A. Scope of Work

The applicant shall include a detailed discussion of the applicant’s approach to applicable service activities and management requirements from Section 2.4, Scope of Work, including (if indicated) a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules.

A detailed description of the service which the applicant is proposing to provide including:

1. A clear description of the applicant's demonstrated capability of a service delivery system to meet the goals and objectives of the RFP including, but not limited to, appropriateness to participant populations, communities and regions;
2. A clear description of the services for participants from point of entry to discharge, including interventions to be utilized. The description must be consistent with the scope of work and with the personnel requirements in Section 2.4. The description shall also describe the interventions to be used including



behavioral supports. Services proposed to be subcontracted must be included in this description;

3. A clear description of the target population to be served;
4. A reasonable estimate of the number of participants it could serve and, where applicable, an indication of its total capacity (e.g. total beds available), and the number of units it will provide;
5. A description of the methods the applicant will use to determine when stabilization goals are accomplished and when to transition services transition to a lower level of care;
6. A description of the accessibility of services for the target population, and a description of impediments to services and efforts to overcome barriers;
7. The applicant shall provide a thorough description of how they ensure access for all referrals, and that it shall not have an exclusionary policy that is inconsistent with the DDD'S guidelines;
8. The applicant shall include a statement acknowledging that that they will not refuse a referral submitted to them by the DDD;
9. An indication of the "best practices and/or evidence-based practices" the applicant incorporates and a citation of the literature to support its "best practices and/or evidence-based practices". The applicant shall provide a detailed description of the system it uses to implement and maintain its "best practice and/or evidence-based practices" program integrity;
10. A statement to assure that the applicant shall conform to a standardized assessment protocol;
11. The applicant shall thoroughly describe the involvement of the participant in the decisions regarding the service the participant receives;
12. Where applicable, demonstration that the applicant is capable of providing twenty-four (24) hour coverage for services;
13. Where the service is residential, a typical, structured weekly schedule and a description of how the schedule can be individualized to meet the needs of the participant;
14. The applicant shall describe how it will be ready, able and willing to provide services throughout the time of the contract period; and

15. The applicant shall state that it has read and understands the RFP and shall describe how it will comply with all DDD requirements.

**B. General Requirements**

The applicant shall state/describe how it will comply with the general requirements specified in Section 2.3, and document the information in the appropriate section of the proposal.

**C. Administrative Requirements**

The applicant shall state/describe how it will comply with the administrative requirements specified in Section 2.4, and document the information in the appropriate section of the proposal.

**3.5 Financial**

**Pricing Structure**

Applicant shall submit a cost proposal including how applicant will ensure provision of claims for waiver participants. The cost proposal shall be attached to the Proposal Application.

**3.6 Other**

**Litigation**

The applicant shall disclose and explain any pending litigation to which they are a party, including the disclosure of any outstanding judgment.

# **Section 4**

## **Proposal Evaluation**

# Section 4

## Proposal Evaluation

### 4.1 Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

### 4.2 Evaluation Process

The procurement officer or an evaluation committee of designated reviewers selected by the head of the state purchasing agency or procurement officer shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

The evaluation will be conducted in three phases as follows:

- Phase 1 - Evaluation of Proposal Requirements
- Phase 2 - Evaluation of Proposal Application
- Phase 3 - Recommendation for Award

### Evaluation Categories and Thresholds

<u>Evaluation Categories</u>		<u>Possible Points</u>
<i>Administrative Requirements</i>		
<i>Proposal Application</i>		<b>100 Points</b>
Program Overview	0 points	
Experience and Capability	30 points	
Project Organization and Staffing	15 points	
Service Delivery	40 points	
Financial	15 Points	
<b>TOTAL POSSIBLE POINTS</b>		<b>100 Points</b>

## 4.3 Evaluation Criteria

### A. Phase 1 - Evaluation of Proposal Requirements

#### 1. Administrative Requirements

Full compliance with all federal and state requirements including but not limited to the federal ADA and state licensing with the DOH/Office of Health Care Assurance (OHCA).

#### 2. Proposal Application Requirements

- Proposal Application Identification Form (Form SPO-H-205A)
- Table of Contents
- Program Overview
- Experience and Capability
- Project Organization and Staffing
- Service Delivery
- Financial (All required forms and documents)
- Program Specific Requirements

### B. Phase 2 - Evaluation of Proposal Application

(100 Points)

#### 1. Experience and Capability

(30 Total Points)

The State will evaluate the applicant's experience and capability relevant to the proposal contract, which shall include:

##### a. Necessary Skills (5 points)

- 1) Demonstrated skills, abilities, and knowledge relating to the delivery of the proposed services;
- 2) Demonstrated the ability to respond to participant complaints, appeals and grievances including those brought to the attention of the DDD; and
- 3) Thoroughly describes the agency's vision, mission and goals showing commitment to serving and supporting individuals with intellectual and developmental disabilities in a manner consistent with DDD core values and guiding principles.

##### b. Experience (5 points)

Possess the skills, abilities, knowledge of and experience relating to the delivery of the proposed services including, but not limited to, previous and current contract performance with the DDD and other agencies.

##### c. Quality Assurance Evaluation (10 points)

- 1) Sufficiency of quality assurance and evaluation plans for the proposed services, including methodology;
- 2) The applicant has sufficiently described its quality improvement program which shall include the following:
  - a) Provision of a utilization management system;
  - b) Provision of a quality management program; and
  - c) A policy and procedure for consumer complaints, grievances and appeals, documentation of actions taken, and demonstration of system improvement.

**d. Coordination of Services (2 points)**

Demonstrated capability to coordinate services with other agencies and resources in the community.

**e. Facilities (5 points)**

Adequacy of facilities relative to the proposed services.

**f. Management Information Systems (3 points)**

Demonstrate that its management information system (MIS) shall include, but not be limited to, the following:

1) Relative to HIPAA requirements:

The applicant states they will comply with all HIPAA privacy, security, and transactional code set requirements.

The applicant lists the names, addresses and telephone numbers of its Privacy Officer and its Security Officer. No points will be awarded for this section if this information is not included.

2) Relative to current MIS:

Applicant demonstrates that they are able to collect all required information. Where the applicant is currently unable to collect required information, applicant describes its plan to upgrade its current MIS to comply with DDD requirements by the time of the contract start date.

In regards to flexibility, a statement that describes flexibility in adding data elements or reporting requirements is addressed in its information system.

## 2. Project Organization and Staffing (15 Total Points)

The State will evaluate the applicant's overall staffing approach to the service that shall include:

### a. Staffing (10 points)

- 1) Proposed Staffing: That the proposed staffing pattern, client/staff ratio, and proposed caseload capacity are reasonable to insure viability of the services and complies with applicable DDD requirements; and
- 2) Staff Qualifications: Minimum qualifications (including experience) for staff assigned to the program comply with applicable DDD standards.

### b. Project Organization (5 points)

- 1) Supervision and Training: Demonstrated ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed services and comply with applicable DDD requirements;
- 2) Organization Charts: Approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks. The organization-wide and program specific organization charts accurately reflect the proposed structure; and
- 3) Applicable submission of evidence that the applicant is licensed if licensure is required.

## 3. Service Delivery (Total 40 Points)

Evaluation criteria for this section will assess the applicant's approach to the service activities and management requirements outlined in the Proposal Application.

Evaluation criteria will include the following:

- a. A detailed description of the service that the applicant is proposing to provide including:
  - 1) Demonstrated capability of service delivery system to meet the goals and objectives of the RFP including, but not limited to, appropriateness to participant populations, communities and regions (12 points);

- 2) The applicant shall provide a clear description of the services for participants from the point of entry to discharge, including interventions or transitions to be utilized. Any services subcontracted out must be included in the description **(20 points)**; and
- 3) A statement that the applicant shall not refuse a referral and that it shall not have an exclusionary policy that is inconsistent with the DDD's guidelines **(1 point)**;
- b. The program incorporates "best practices/evidence-based practice," has literature to support this, and has a system for implementing and maintaining best practice program integrity **(2 points)**;
- c. A description by the applicant of the involvement of the participant in the decisions regarding the services the participant receives **(4 points)**; and
- d. A statement by the applicant that they have read the RFP, will comply with DDD requirements, and are ready, able and willing to provide services throughout the time of the contract period **(1 point)**.

#### **4. Financial**

**(Total 15 Points)**

Pricing structure based on cost reimbursement. Personnel costs are reasonable and comparable to positions in the community. Non-personnel costs are reasonable and adequately justified. The budget fully supports the scope of service and requirements of the Request for Proposal. The Proposal addresses the capacity to submit electronic Medicaid claims to Med-QUEST through its financial management service vendor (Xerox) and to submit state-fund invoices to DDD.

#### **C. Phase 3 - Recommendation for Award**

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.



# **Section 5**

## **Attachments**

- A. Proposal Application Checklist
- B. Sample Proposal Application Table of Contents
- C. General Conditions Sample
- D. Special Conditions Sample
- E. Certifications
- F. Form SPO-H-205 Instructions & SPO-H-205B Budget Worksheet
- G. Form W-9, Request for Taxpayer Identification Number & Certification
- H. Offer Forms 1 & 2

# **ATTACHMENT A**

## **PROPOSAL APPLICATION CHECKLIST**

## Proposal Application Checklist

Applicant: \_\_\_\_\_

RFP No.: \_\_\_\_\_

The applicant's proposal must contain the following components in the order shown below. Return this checklist to the purchasing agency as part of the Proposal Application. SPOH forms are on the SPO website.

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Applicant to place "X" for items included in Proposal
<b>General:</b>				
Proposal Application Identification Form (SPOH-200)	Section 1, RFP	SPO Website*	<b>X</b>	
Proposal Application Checklist	Section 1, RFP	Attachment A	<b>X</b>	
Table of Contents	Section 5, RFP	Section 5, RFP	<b>X</b>	
Proposal Application (SPOH-200A)	Section 3, RFP	SPO Website*	<b>X</b>	
Provider Compliance	Section 1, RFP	SPO Website*		
Cost Proposal (Budget)				
SPO-H-205	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions are in Section 5	<b>X</b>	
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions are in Section 5	<b>X</b>	
SPO-H-206A	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-206B	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-206C	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-206D	Section 3, RFP	SPO Website*		
SPO-H-206E	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-206F	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-206G	Section 3, RFP	SPO Website*		
SPO-H-206H	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-206I	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-206J	Section 3, RFP	SPO Website*		
<b>Certifications:</b>				
<b>Federal Certifications</b>		Section 5, RFP		
Debarment & Suspension		Section 5, RFP	<b>X</b>	
Drug Free Workplace		Section 5, RFP	<b>X</b>	
Lobbying		Section 5, RFP	<b>X</b>	
Program Fraud Civil Remedies Act		Section 5, RFP	<b>X</b>	
Environmental Tobacco Smoke		Section 5, RFP	<b>X</b>	
<b>Program Specific Requirements:</b>				
Form W-9, Request for Taxpayer Identification Number & Certification		Attachment G	<b>X</b>	

\*Refer to Section 1.2, Website Reference for website address.

**ATTACHMENT B**

**SAMPLE PROPOSAL APPLICATION**

**TABLE OF CONTENTS**

## Proposal Application Table of Contents

<b>1.0</b>	<b>Program Overview .....</b>	<b>1</b>
<b>2.0</b>	<b>Experience and Capability .....</b>	<b>1</b>
	A. Necessary Skills .....	2
	B. Experience.....	4
	C. Quality Assurance and Evaluation.....	5
	D. Coordination of Services.....	6
	E. Facilities .....	6
<b>3.0</b>	<b>Project Organization and Staffing .....</b>	<b>7</b>
	A. Staffing.....	7
	1. Proposed Staffing .....	7
	2. Staff Qualifications .....	9
	B. Project Organization .....	10
	1. Supervision and Training .....	10
	2. Organization Chart (Program & Organization-wide) (See Attachments for Organization Charts)	
<b>4.0</b>	<b>Service Delivery .....</b>	<b>12</b>
<b>5.0</b>	<b>Financial.....</b>	<b>20</b>
	See Attachments for Cost Proposal	
<b>6.0</b>	<b>Litigation.....</b>	<b>20</b>
<b>7.0</b>	<b>Attachments</b>	
	A. Cost Proposal	
	SPO-H-205 Proposal Budget	
	SPO-H-206A Budget Justification - Personnel: Salaries & Wages	
	SPO-H-206B Budget Justification - Personnel: Payroll Taxes and Assessments, and Fringe Benefits	
	SPO-H-206C Budget Justification - Travel: Interisland	
	SPO-H-206E Budget Justification - Contractual Services – Administrative	
	B. Other Financial Related Materials	
	Financial Audit for fiscal year ended June 30, 2015	
	C. Organization Chart	
	Program	
	Organization-wide	
	D. Performance and Output Measurement Tables	
	Table A	
	Table B	
	Table C	
	E. Program Specific Requirements	

# **ATTACHMENT C**

## **GENERAL CONDITIONS**

## GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

### 1. Representations and Conditions Precedent

#### 1.1 Contract Subject to the Availability of State and Federal Funds.

1.1.1 State Funds. This Contract is, at all times, subject to the appropriation and allotment of state funds, and may be terminated without liability to either the PROVIDER or the STATE in the event that state funds are not appropriated or available.

1.1.2 Federal Funds. To the extent that this Contract is funded partly or wholly by federal funds, this Contract is subject to the availability of such federal funds. The portion of this Contract that is to be funded federally shall be deemed severable, and such federally funded portion may be terminated without liability to either the PROVIDER or the STATE in the event that federal funds are not available. In any case, this Contract shall not be construed to obligate the STATE to expend state funds to cover any shortfall created by the unavailability of anticipated federal funds.

1.2 Representations of the PROVIDER. As a necessary condition to the formation of this Contract, the PROVIDER makes the representations contained in this paragraph, and the STATE relies upon such representations as a material inducement to entering into this Contract.

1.2.1 Compliance with Laws. As of the date of this Contract, the PROVIDER complies with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract.

1.2.2 Licensing and Accreditation. As of the date of this Contract, the PROVIDER holds all licenses and accreditations required under applicable federal, state, and county laws, ordinances, codes, rules, and regulations to provide the Required Services under this Contract.

1.3 Compliance with Laws. The PROVIDER shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract, including but not limited to the laws specifically enumerated in this paragraph:

1.3.1 Smoking Policy. The PROVIDER shall implement and maintain a written smoking policy as required by Chapter 328K, Hawaii Revised Statutes (HRS), or its successor provision.

1.3.2 Drug Free Workplace. The PROVIDER shall implement and maintain a drug free workplace as required by the Drug Free Workplace Act of 1988.

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- 1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (29 U.S.C. §701, et seq.).
- 1.3.4 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 1.4 Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.
- The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.
- A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.
- Should the "liability insurance" coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.
- Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.
- 1.5 Notice to Clients. Provided that the term of this Contract is at least one year in duration, within 180 days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at



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the minimum, timely notice to such clients of the termination of this Contract, and appropriate counseling.

- 1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in this Contract if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this Contract, and listing expenditures actually incurred in the performance of this Contract. The PROVIDER shall return any unexpended funds to the STATE.
- 1.7 Conflicts of Interest. In addition to the Certification provided in the Standards of Conduct Declaration to this Contract, the PROVIDER represents that neither the PROVIDER nor any employee or agent of the PROVIDER, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the PROVIDER's performance under this Contract.

## 2. Documents and Files

### 2.1 Confidentiality of Material.

- 2.1.1 Proprietary or Confidential Information. All material given to or made available to the PROVIDER by virtue of this Contract that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
- 2.1.2 Uniform Information Practices Act. All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, and any other applicable law concerning information practices or confidentiality.

- 2.2 Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract.

- 2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Contract, and any cost or pricing data for three (3) years from the date of final payment under the Contract. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the

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PROVIDER and any subcontractors shall allow the STATE free and unrestricted access to such records.

### 3. Relationship between Parties

- 3.1 Coordination of Services by the STATE. The STATE shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Contract. The PROVIDER shall maintain communications with the STATE at all stages of the PROVIDER's work, and submit to the STATE for resolution any questions which may arise as to the performance of this Contract.
- 3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS.
- 3.3 Change of Name. When the PROVIDER asks to change the name in which it holds this Contract, the STATE, shall, upon receipt of a document acceptable or satisfactory to the STATE indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Contract with the PROVIDER to effect the change of name. Such amendment to this Contract changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Contract under paragraph 4.1 of these General Conditions.
- 3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
  - 3.4.1 Independent Contractor. In the performance of services required under this Contract, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Contract.
  - 3.4.2 Contracts with Other Individuals and Entities. Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the Provider under this Contract, and the

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PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the STATE.

- 3.4.3 PROVIDER's Employees and Agents. The PROVIDER and the PROVIDER's employees and agents are not by reason of this Contract, agents or employees of the State for any purpose. The PROVIDER and the PROVIDER's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees. Unless specifically authorized in writing by the STATE, the PROVIDER and the PROVIDER's employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER's employees or agents shall be attributed to the STATE, unless specifically adopted by the STATE in writing.
- 3.4.4 PROVIDER's Responsibilities. The PROVIDER shall be responsible for the accuracy, completeness, and adequacy of the PROVIDER's performance under this Contract.

Furthermore, the PROVIDER intentionally, voluntarily, and knowingly assumes the sole and entire liability to the PROVIDER's employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the PROVIDER, or the PROVIDER's employees or agents in the course of their employment.

The PROVIDER shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the PROVIDER by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The PROVIDER also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

The PROVIDER shall obtain a general excise tax license from the Department of Taxation, State of Hawai'i, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The PROVIDER shall obtain a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The PROVIDER shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under section 103-53, HRS, and these General Conditions.

The PROVIDER is responsible for securing all employee-related insurance coverage for the PROVIDER and the PROVIDER's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

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**3.5 Personnel Requirements.**

- 3.5.1 Personnel. The PROVIDER shall secure, at the PROVIDER's own expense, all personnel required to perform this Contract, unless otherwise provided in this Contract.
- 3.5.2 Requirements. The PROVIDER shall ensure that the PROVIDER's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

**4. Modification and Termination of Contract****4.1 Modification of Contract.**

- 4.1.1 In Writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the PROVIDER and the STATE.
- 4.1.2 No Oral Modification. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.
- 4.1.3 Tax Clearance. The STATE may, at its discretion, require the PROVIDER to submit to the STATE, prior to the STATE's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state and federal law against the PROVIDER have been paid.

- 4.2 Termination in General. This Contract may be terminated in whole or in part because of a reduction of funds available to pay the PROVIDER, or when, in its sole discretion, the STATE determines (i) that there has been a change in the conditions upon which the need for the Required Services was based, or (ii) that the PROVIDER has failed to provide the Required Services adequately or satisfactorily, or (iii) that other good cause for the whole or partial termination of this Contract exists. Termination under this section shall be made by a written notice sent to the PROVIDER ten (10) working days prior to the termination date that includes a brief statement of the reason for the termination. If the Contract is terminated under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

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- 4.3 Termination for Necessity or Convenience. If the STATE determines, in its sole discretion, that it is necessary or convenient, this Contract may be terminated in whole or in part at the option of the STATE upon ten (10) working days' written notice to the PROVIDER. If the STATE elects to terminate under this paragraph, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Contract up to the time of termination. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.4 Termination by PROVIDER. The PROVIDER may withdraw from this Contract after obtaining the written consent of the STATE. The STATE, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that is due. If the STATE consents to a termination under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.5 STATE's Right of Offset. The STATE may offset against any monies or other obligations that STATE owes to the PROVIDER under this Contract, any amounts owed to the State of Hawai'i by the PROVIDER under this Contract, or any other contract, or pursuant to any law or other obligation owed to the State of Hawai'i by the PROVIDER, including but not limited to the payment of any taxes or levies of any kind or nature. The STATE shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawai'i shall not include debts or obligations which have been liquidated by contract with the PROVIDER, and that are covered by an installment payment or other settlement plan approved by the State of Hawai'i, provided, however, that the PROVIDER shall be entitled to such exclusion only to the extent that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawai'i under such payment or other settlement plan.

## 5. Indemnification

- 5.1 Indemnification and Defense. The PROVIDER shall defend, indemnify, and hold harmless the State of Hawai'i, the contracting agency, and their officers, employees, and agents from and against any and all liability, loss, damage, cost, expense, including all attorneys' fees, claims, suits, and demands arising out of or in connection with the acts or omissions of the PROVIDER or the PROVIDER's employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
- 5.2 Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the PROVIDER in connection with this Contract, the PROVIDER shall pay any cost and expense incurred by or imposed on the STATE, including attorneys' fees.

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**6. Publicity**

- 6.1 Acknowledgment of State Support. The PROVIDER shall, in all news releases, public statements, announcements, broadcasts, posters, programs, computer postings, and other printed, published, or electronically disseminated materials relating to the PROVIDER's performance under this Contract, acknowledge the support by the State of Hawai'i and the purchasing agency.
- 6.2 PROVIDER's Publicity Not Related to Contract. The PROVIDER shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, or to the services or goods, or both provided under this Contract, in any of the PROVIDER's publicity not related to the PROVIDER's performance under this Contract, including but not limited to commercial advertisements, recruiting materials, and solicitations for charitable donations.

**7. Miscellaneous Provisions**

- 7.1 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 7.2 Paragraph Headings. The paragraph headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They shall not be used to define, limit, or extend the scope or intent of the sections to which they pertain.
- 7.3 Antitrust Claims. The STATE and the PROVIDER recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the PROVIDER hereby assigns to the STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
- 7.4 Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.
- 7.5 Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
- 7.6 Entire Contract. This Contract sets forth all of the contracts, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings,

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promises, warranties, and representations, which shall have no further force or effect. There are no contracts, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the PROVIDER other than as set forth or as referred to herein.

- 7.7 Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
- 7.8 Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawai'i Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE's rights or the PROVIDER's obligations under the Procurement Rules or statutes.
- 7.9 Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.

## 8. Confidentiality of Personal Information

### 8.1 Definitions.

8.1.1 Personal Information. "Personal Information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

- 1) Social Security number;
- 2) Driver's license number or Hawaii identification card number; or
- 3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

8.1.2 Technological Safeguards. "Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

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8.2 Confidentiality of Material.

8.2.1 Safeguarding of Material. All material given to or made available to the PROVIDER by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the PROVIDER and shall not be disclosed without the prior written approval of the STATE.

8.2.2 Retention, Use, or Disclosure. PROVIDER agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.

8.2.3 Implementation of Technological Safeguards. PROVIDER agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.

8.2.4 Reporting of Security Breaches. PROVIDER shall report to the STATE in a prompt and complete manner any security breaches involving personal information.

8.2.5 Mitigation of Harmful Effect. PROVIDER agrees to mitigate, to the extent practicable, any harmful effect that is known to PROVIDER because of a use or disclosure of personal information by PROVIDER in violation of the requirements of this paragraph.

8.2.6 Log of Disclosures. PROVIDER shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by PROVIDER on behalf of the STATE.

8.3 Security Awareness Training and Confidentiality Agreements.

8.3.1 Certification of Completed Training. PROVIDER certifies that all of its employees who will have access to the personal information have completed training on security awareness topics related to protecting personal information.

8.3.2 Certification of Confidentiality Agreements. PROVIDER certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:

- 1) The personal information collected, used, or maintained by the PROVIDER will be treated as confidential;
- 2) Access to the personal information will be allowed only as necessary to perform the Contract; and
- 3) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.



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- 8.4 Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by PROVIDER of this paragraph by PROVIDER, the STATE may at its sole discretion:

- 1) Provide an opportunity for the PROVIDER to cure the breach or end the violation; or
- 2) Immediately terminate this Contract.

In either instance, the PROVIDER and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

8.5 Records Retention.

- 8.5.1 Destruction of Personal Information. Upon any termination of this Contract, PROVIDER shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- 8.5.2 Maintenance of Files, Books, Records. The PROVIDER and any subcontractors shall maintain the files, books, and records, that relate to the Contract, including any personal information created or received by the PROVIDER on behalf of the STATE, and any cost or pricing data, for three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall not be disclosed without the prior written approval of the STATE. After the three (3) year retention period has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS.

# **ATTACHMENT D**

## **SPECIAL CONDITIONS**

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Competitive**

Attachment 7

**SPECIAL CONDITIONS**

1. The Compensation and Payment Schedule is attached hereto as Attachment 3 and made a part hereof.
2. The Certificate of Exemption from Civil Service is attached hereto as Attachment 4 and made a part hereof.
3. The PROVIDER's Standards of Conduct Declaration is attached hereto as Attachment 5 and made a part hereof.
4. The General Conditions are attached hereto as Attachment 6 and made a part hereof.
5. The Special Conditions are attached hereto as Attachment 7 and made a part hereof.
6. Campaign Contributions by State and County Contractors. Contractors are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.
7. Insurance. Paragraph 1.4, General Conditions is replaced with the following:  
  
The PROVIDER shall obtain, maintain, and keep in force throughout the period of this Contract the following types of insurance:
  - a. General liability insurance issued by an insurance company in the amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for bodily injury and property damage liability arising out of each occurrence and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) aggregate.
  - b. Automobile insurance issued by an insurance company in an amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence.

The insurance shall be obtained from a company authorized by law to issue such insurance in the State of Hawaii (or meet Section 431: 8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii).

For both the general liability and automobile liability insurance, the insurance coverage shall be primary and shall cover the insured for all work to be

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performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith. The PROVIDER shall maintain in effect this liability insurance until the STATE has certified that the PROVIDER's work under the Contract has been completed satisfactorily.

Prior to or upon execution of this Contract, the PROVIDER shall obtain a certificate of insurance verifying the existence of the necessary insurance coverage in the amounts stated above. The parties agree that the certificate of insurance shall be attached hereto as Exhibit " " and be made a part of this Contract.

Each insurance policy required by this Contract shall contain the following clauses:

- (1) The State of Hawaii and its officers and employees are additional insured with respect to operations performed for the State of Hawaii.
- (2) It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

The certificate of insurance shall indicate these provisions are included in the policy.

The PROVIDER shall immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its certificate of insurance forms be cancelled, limited in scope, or not renewed upon expiration.

If the scheduled expiration date of the insurance policy is earlier than the expiration date of the time of performance under this Contract, the PROVIDER, upon renewal of the policy, shall promptly cause to be provided to the STATE an updated certificate of insurance.

**NOTE: Please insert #8 below in lieu of #7 above if provider ONLY has professional liability insurance**

8. Insurance. Paragraph 1.4, General Conditions is replaced with the following:

The PROVIDER shall obtain, maintain, and keep in force throughout the period of this Contract the following types of insurance:

- a. Professional liability insurance issued by an insurance company in the amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for liability arising out of each occurrence and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) aggregate.

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- b. Automobile insurance issued by an insurance company in an amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence.

The insurance shall be obtained from a company authorized by law to issue such insurance in the State of Hawaii (or meet Section 431: 8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii).

For both the Professional liability and automobile liability insurance, the insurance coverage shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith. The PROVIDER shall maintain in effect this liability insurance until the STATE has certified that the PROVIDER's work under the Contract has been completed satisfactorily.

Prior to or upon execution of this Contract, the PROVIDER shall obtain a certificate of insurance verifying the existence of the necessary insurance coverage in the amounts stated above. The parties agree that the certificate of insurance shall be attached hereto as Exhibit " " and be made a part of this Contract.

Each insurance policy required by this Contract shall contain the following clause:

It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

The certificate of insurance shall indicate these provisions are included in the policy.

The PROVIDER shall immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its certificate of insurance forms be cancelled, limited in scope, or not renewed upon expiration.

If the scheduled expiration date of the insurance policy is earlier than the expiration date of the time of performance under this Contract, the PROVIDER, upon renewal of the policy, shall promptly cause to be provided to the STATE an updated certificate of insurance.

**NOTE:** Please insert #9 below for budget based Contract. Paragraph #9 NOT needed for rate schedule contracts

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9. If this Contract is terminated with cause or without cause or at the scheduled expiration of the time of performance specified in this Contract, all equipment and unused supplies and materials leased or purchased with funds paid to the PROVIDER under this Contract shall become the property of the STATE as it so specifies and shall be disposed of as directed by the STATE, except, if applicable, as otherwise may be provided under the Federal Grant.

**(Some contracts may require the following)**

10. Option to Extend Contract. Unless terminated, this Contract may be extended by the STATE for specified periods of time not to exceed \_\_\_\_ ( ) year(s) or for not more than \_\_\_\_ ( ) additional twelve (12)-month period(s), upon mutual agreement and the execution of a supplemental contract or contract modification.

This Contract may be extended provided that the Contract price shall remain the same or is adjusted per the Contract Price Adjustment provision stated herein.

The STATE may terminate the extended agreement at any time in accordance with General Conditions no. 4.

11. Contract Price Adjustment. The Contract price may be adjusted prior to the beginning of the extension period and shall be subject to allotment and the availability of (state/special/federal) funds.

**NOTE: Please insert #12 to #15 if Contract using Federal Grant monies**

12. Federal Citation. Pursuant to (use implementing regulation), the (program) of the (agency) of the United States (department) has granted federal funds to the STATE under a (name of grant), Federal Assistance ID No. (use number from award document), dated (date of award), for the budget period from (date) through (date), Catalog of Federal Domestic Assistance No. \_\_\_\_\_, which notice of award, grant application, and other applicable documents and conditions are hereinafter collectively referred to as the "Federal Grant."

**NOTE: Use of federal funds require certifications regarding (a) Debarment, suspension, ineligibility and voluntary exclusion - Lower tier covered transactions; (b) Lobbying; (c) Drug-free workplace requirements; and (d) Environmental tobacco smoke which should be submitted with the Provider's proposal.)**

13. Audit Requirements.
- a. Nonprofit organizations that expend \$500,000.00 or more in a year of federal funds from any source shall have a single audit conducted for that

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year in accordance with the Single Audit Act Amendments of 1996, Public Law 104-156.

- b. If the preceding condition applies, the PROVIDER shall conduct a financial and compliance audit in accordance with the guidelines identified in Exhibit " " attached hereto and made a part hereof. Failure to comply may result in the withholding of payments to the PROVIDER.
- c. Nonprofit organizations that expend less than \$500,000.00 a year in federal funds are exempt from federal audit requirements for that year, however, records shall be available for review or audit by appropriate officials of the federal awarding agency, the STATE, or General Accounting Office.
- d. If the PROVIDER is exempt from federal audit requirements in accordance with subparagraph c., above, the cost of any audit conducted on behalf of the PROVIDER shall not be charged to the federal portion of this Contract.

**NOTE:** Please insert #14 below in lieu of #13 above if award of federal funds on or after December 26, 2014, which requires an audit for nonprofit organizations that expend \$750,000.00 or more in a year of federal funds.

14. Audit Requirements.

- a. Nonprofit organizations that expend \$750,000.00 or more in a year of federal funds from any source shall have a single audit conducted for that year in accordance with the Single Audit Act Amendments of 1996, Public Law 104-156.
- b. If the preceding condition applies, the PROVIDER shall conduct a financial and compliance audit in accordance with the guidelines identified in Exhibit " " attached hereto and made a part hereof. Failure to comply may result in the withholding of payments to the PROVIDER.
- c. Nonprofit organizations that expend less than \$750,000.00 a year in federal funds are exempt from federal audit requirements for that year, however, records shall be available for review or audit by appropriate officials of the federal awarding agency, the STATE, or General Accounting Office.
- d. If the PROVIDER is exempt from federal audit requirements in accordance with subparagraph c., above, the cost of any audit conducted on behalf of the PROVIDER shall not be charged to the federal portion of this Contract.

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15. Certification Regarding Environmental Tobacco Smoke. The PROVIDER shall comply with the requirement of the Pro-Children Act of 1994 and by signing the "Certification Regarding Environmental Tobacco Smoke," attached hereto as Exhibit " " and made a part of this Contract, acknowledges that it is a subgrantee of federal funds to be received under the Federal Grant.
16. The PROVIDER shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

**NOTE: Paragraph 16 should be included in 103F contracts where services are provided to the public.**

17. Language Access. The PROVIDER shall comply, as a covered entity, with the provisions of chapter 321C, Hawaii Revised Statutes, regarding language access; and with federal law regarding language access, Title VI of the Civil Rights Act of 1964, 42 USC section 2000d et seq., and 45 CFR part 80. These laws require the PROVIDER to, among other things, ensure meaningful access to services, programs, and activities by providing clients with oral and written language services, including written translations of vital documents, if, on account of national origin, clients do not speak English as their primary language and have a limited ability to read, write, speak, or understand the English language. If it is necessary to provide oral or written language services to a client's family in order for the client to benefit from the PROVIDER's services, programs, or activities, the PROVIDER shall provide those language services to the family.

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# **ATTACHMENT E**

# **CERTIFICATIONS**

**CERTIFICATIONS****1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

**2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central

point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management  
Office of Grants Management  
Office of the Assistant Secretary for Management and Budget  
Department of Health and Human Services  
200 Independence Avenue, S.W., Room 517-D  
Washington, D.C. 20201

### 3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the under-

signed, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

**5. CERTIFICATION REGARDING  
ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

RFP 460-15-04

**ATTACHMENT F**

**FORM SPO-H-205 INSTRUCTIONS &  
SPO-H205B BUDGET WORKSHEET**

**Instructions for Completing  
FORM SPO-H-205 BUDGET**

<b>Applicant/Provider:</b>	Enter the Applicant's legal name.
<b>RFP#:</b>	Enter the Request for Proposal (RFP) identifying number for this service activity.
<b>Column (a) Budget Request</b>	Budget Request. Enter the requested budget amounts for each cost item listed. Use the Cost Principles included in the RFP as a guide to determine which costs are allowed.
<b>TOTAL (A+B+C+D)</b>	Sum the subtotals for Budget Categories A, B, C and D, for columns (a) through (d).
<b>SOURCES OF FUNDING: (a) (b) (c) (d)</b>	Identify all sources of funding to be used for this service activity.
<b>TOTAL REVENUE</b>	Enter the sum of all revenue sources cited above.
<b>Budget Prepared by:</b>	Type or print the name of the person who prepared the budget request and their telephone number. If there are any questions or comments, this person will be contacted for further information and clarification. Provide signature of Applicant's authorized representative, and date of approval.

Applicant/Provider \_\_\_\_\_

RFP No. : \_\_\_\_\_

Contract No. (As Applicable): \_\_\_\_\_

	(a)	(b)	(c)	(d)
<b>BUDGET CATEGORIES</b>	<b>Contract/RFP#:</b>	<b>Contract/RFP#:</b>	<b>Contract/RFP#:</b>	<b>Contract/RFP#:</b>
	<b>Program:</b>	<b>Program:</b>	<b>Program:</b>	<b>Program:</b>
<b>A. PERSONNEL COST</b>				
1. Salaries				
2. Payroll Taxes & Assessments				
3. Fringe Benefits				
<b>TOTAL PERSONNEL COST</b>				
<b>B. OTHER CURRENT EXPENSES</b>				
1. Airfare, Inter-Island				
2. Airfare, Out-of-State				
3. Audit Services				
4. Contractual Services - Administrative				
5. Contractual Services - Subcontracts				
6. Insurance				
7. Lease/Rental of Equipment				
8. Lease/Rental of Motor Vehicle				
9. Lease/Rental of Space				
10. Mileage				
11. Postage, Freight & Delivery				
12. Publication & Printing				
13. Repair & Maintenance				
14. Staff Training				
15. Substance/Per Diem				
16. Supplies				
17. Telecommunication				
18. Transportation				
19. Utilities				
20.				
21.				
22.				
23.				
<b>TOTAL OTHER CURRENT EXPENSES</b>				
<b>C. EQUIPMENT PURCHASES</b>				
<b>D. MOTOR VEHICLE PURCHASES</b>				
<b>TOTAL (A+B+C+D)</b>				
<b>SOURCES OF FUNDING</b>				
(a) Budget Request				
(b)				
(c)				
(d)				
<b>TOTAL REVENUE</b>				
For State Agency Use Only	Budget Prepared By:			
Signature of Reviewer	Date	Name (Please type or print)	Phone	Signature of Authorized Official
				Date

# **ATTACHMENT G**

## **FORM W-9, Request for Taxpayer Identification Number & Certification**



Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	
<div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div>
or	
<b>Employer identification number</b>	
<div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div>

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)



**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.



**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.



**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee* code earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>2</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>2</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>1</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# **ATTACHMENT H**

## **OFFER FORMS 1 &2**

**OFFER FORM  
OF-1**

**STATE OF HAWAII  
DEPARTMENT OF HEALTH**

Vanessa Lau, Procurement Officer  
State of Hawaii, Department of Health  
Behavioral Health Administration, Developmental Disabilities Division  
1250 Punchbowl Street, Suite 463  
Honolulu, Hawaii 96813

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor    ☐ Partnership    ☐ \*Corporation    ☐ Joint Venture  
☐ Other \_\_\_\_\_

\*State of incorporation: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

Date: \_\_\_\_\_ (x) \_\_\_\_\_  
Authorized (Original) Signature

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ Name and Title (Please Type or Print)

E-mail Address: \_\_\_\_\_ \*\*  
Exact Legal Name of Company (Offeror)

\*\*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

**ATTACHMENT  
OFFER FORM**

**OF-1**

**OFFER FORM  
OF-2**

**STATE OF HAWAII  
DEPARTMENT OF HEALTH**

Component contract cost for accomplishing the Project Phase 1:

\$ \_\_\_\_\_

Component contract cost for accomplishing the Project Phase 2:

\$ \_\_\_\_\_

Component contract cost for accomplishing the Project Phase 3:

\$ \_\_\_\_\_

Component contract cost for accomplishing the Project Phase 4:

\$ \_\_\_\_\_

Total contract cost for accomplishing the development and delivery of all the services:

\$ \_\_\_\_\_

**Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.**

Offeror \_\_\_\_\_  
Name of Company